



City of Mount Dora  
510 North Baker Street  
Mount Dora, Florida 32757  
352-735-7126

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**Mount Dora City Council**  
**Mount Dora City Hall Board Room**  
**510 North Baker Street, Mount Dora, Florida 32757**  
**December 17, 2024, 6:00 PM**

**AGENDA**

**CALL TO ORDER**

**MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PRESENTATIONS**

1. Mount Dora Police Crime Analyst Presentation ..... 5

**PUBLIC COMMENT**

**APPROVAL OF AGENDA**

1. Approval of Agenda
2. City Clerk Summary of Randomized Voting Options

**BOARD APPOINTMENTS**

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**CITY ATTORNEY'S REPORT**

**COMMUNICATIONS AND REPORTS**

1. Councilmember Cal Rolfson
2. Councilmember Dennis Dawson
3. Councilmember Marc Crail
4. Councilmember Nate Walker
5. Councilmemberr Doug Bryant
6. Vice-mayor John Cataldo
7. Mayor James Homich
  - A. Parking Workshop-Set January Date

**FUTURE MEETING DATES**

1. January 7, 2025, 6:00 p.m., Regular Session
2. January 21, 2025, 6:00 p.m., Regular Session
3. February 4, 2025, 6:00 p.m., Regular Session
4. February 18, 2025, 6:00 p.m., Regular Session

## **ADJOURNMENT**

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

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



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

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**DATE:** December 17, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Mount Dora Police Crime Analyst Presentation

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**Introduction:**

This is an opportunity for staff to provide an update to City Council regarding the Information crime programs.

**Discussion:**

Staff will provide updates on the Police Department and will be available to address any questions.

**Budget Impact:**

N/A

**Strategic Impact:**

GOAL 2: Public Safety

**Recommendation:**

Presentation of information only.

**Attachment(s):**

1. Intelligence-Led Policing Updated

Prepared by: Jeanann Hand, City Clerk  
Reviewed by: Courtney Joerger, Crime Analyst  
Michael Gibson, Chief of Police  
Jeanann Hand, City Clerk  
Vince Sandersfeld, City Manager

Approved - 12/5/2024  
Approved - 12/5/2024  
Approved - 12/5/2024  
Final Approval - 12/5/2024

# INTELLIGENCE-LED POLICING (ILP)



Courtney Joerger  
Crime Analyst  
Mount Dora Police Department

# ABOUT ME

- Bachelor's degree in Early Childhood Education
- Master's degree in Educational Psychology
- Master's degree in Forensic Psychology
- Teacher for 5 years
- Started with MDPD in July 2024

- Currently taking classes with the International Association of Crime Analysts (IACA)
- Will be attending the Florida Law Enforcement Analyst Training (FLEAT) in January 2025

# THE ROLE OF CRIME ANALYSIS IN ILP

- Helps to convey critical information for decision-makers to focus their resources.
- Analysts work with a variety of data sources and must be able to quickly turn that data into actionable information for their department.
- One of the keys to ILP is to stay ahead of the curve and maintain the ability to intercept and deter criminal activity before it escalates to a high threat level.

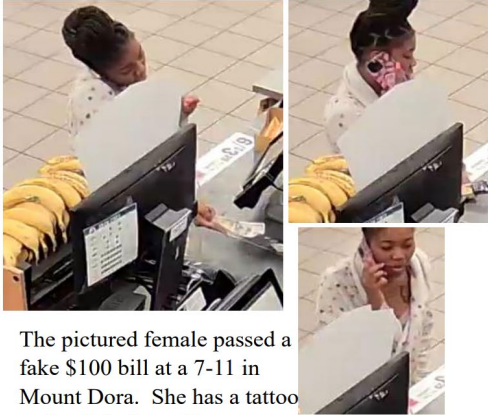


# CRIME BULLETINS



## CRIME BULLETIN

**Fake \$100 Bill Passed**  
Case: 24MD15442 | Bulletin: 24-73 | Date: 10/23/24  
Distribution: ALL | Contact: Criminal Investigations | (352) 735 – 7130



The pictured female passed a fake \$100 bill at a 7-11 in Mount Dora. She has a tattoo on her left chest. She was wearing a pink bathrobe and fuzzy pink slippers.

If you recognize the subject(s) in this bulletin, please scan the QR code to the right, to send an email. You can also call our non-emergency line at (352) 735 – 7130. In the email, please include the Bulletin # or Case #, for reference.



Mount Dora Police Department  
1300 N. Donnelly Street, Mount Dora FL 32757  
352-735-7130 | POLICEDEPTCIDEMAIL@cityofmoundora.com



## CRIME BULLETIN

**Missing Person**  
Case: 24MD17669 | Bulletin: 24-071 | Date: 10/15/24  
Distribution: ALL | Contact: Criminal Investigations | (352) 735 – 7130



Sex: Female  
Race: White  
Age: 15  
Height: 5 ft. 7in.  
Hair: Brown/Purple  
Eyes: Brown

Paige Dickerson  
Alias Name: Aliyah Myers

On October 15, 2024 this individual who was previously missing from Hernando County was located and turned over to her case worker. While in Mount Dora, she absconded again from RaceTrac. She is known to associate with individuals that may be harmful to her person. She was last seen possibly running into unincorporated Mount Dora, Lake County.

Anyone with information can contact the Mount Dora Police Department at (352) 735 - 7130

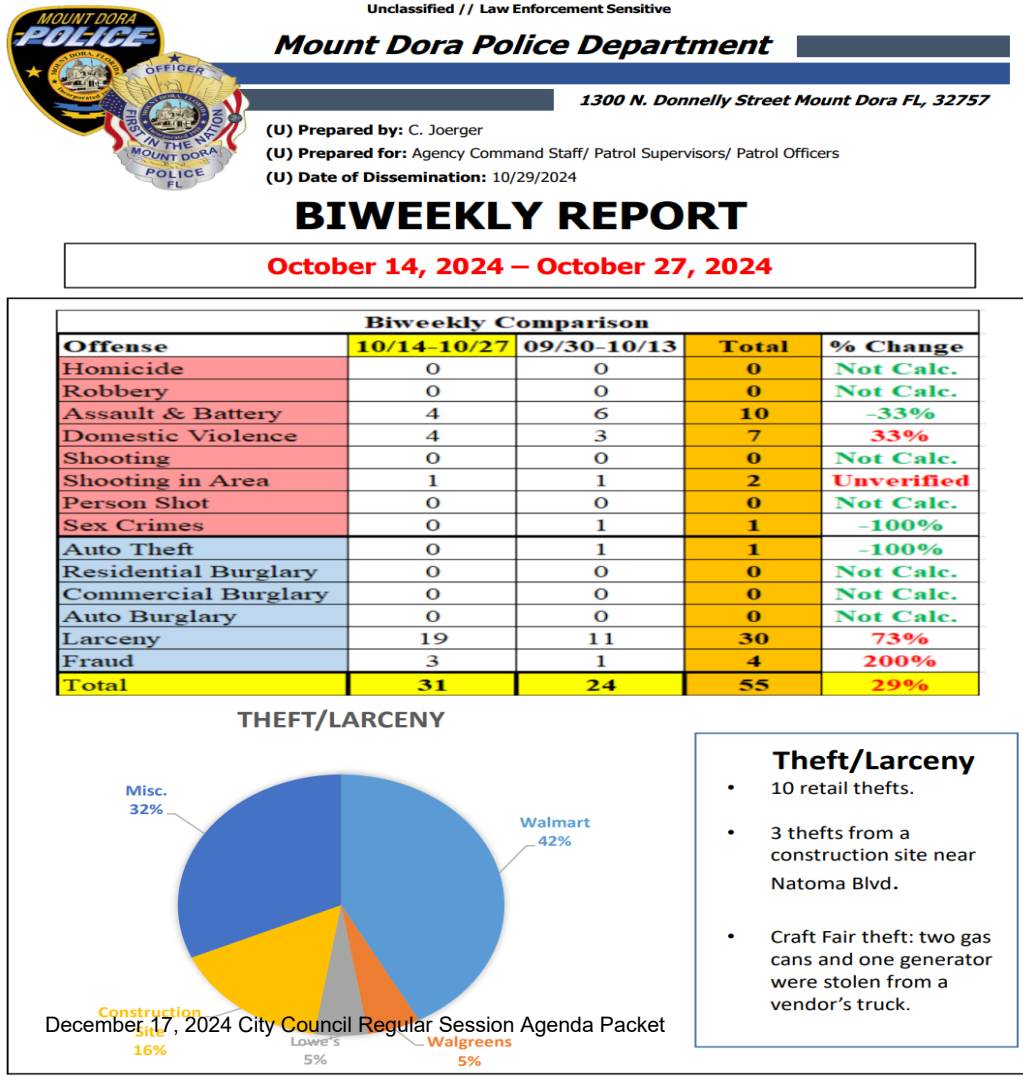
If you recognize the subject(s) in this bulletin, please scan the QR code to the right, to send an email. You can also call our non-emergency line at (352) 735 – 7130. In the email, please include the Bulletin # or Case #, for reference.



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These bulletins were shared with other agencies and they were posted on social media.  
The suspect in the first bulletin was identified and the missing person was recovered.

# CRIME STATISTICS AND REPORTS



- The biweekly report looks at major crime happening within Mount Dora.
- It includes the percent change from the previous week so we can track if crime is increasing or decreasing.
- When a crime shows a high increase from previous weeks, the analyst takes a closer look into that crime and determines what could be causing the increase.
- In the biweekly report shown, theft/larceny went up 73%. **Why?**
  - Hurricane Milton: October 10, 2024
  - Stores were closed
  - People stayed inside



# CRIME STATISTICS AND REPORTS



Unclassified // Law Enforcement Sensitive

## Mount Dora Police Department

1300 N. Donnelly Street Mount Dora FL, 32757

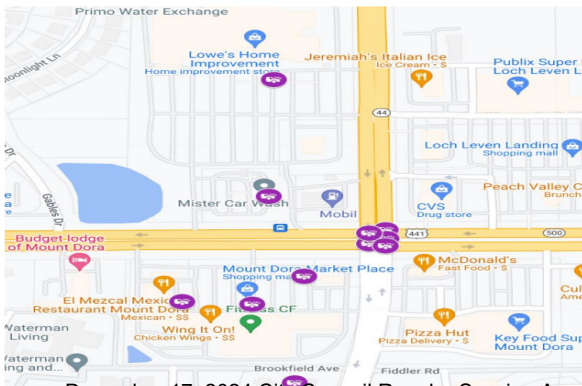
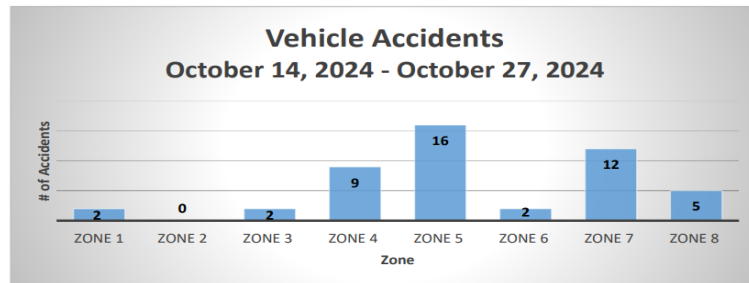
(U) Prepared by: C. Joerger

(U) Prepared for: Agency Command Staff/ Patrol Supervisors/ Patrol Officers

(U) Date of Dissemination: 10/29/2024

### Vehicle Accidents

October 14, 2024 – October 27, 2024

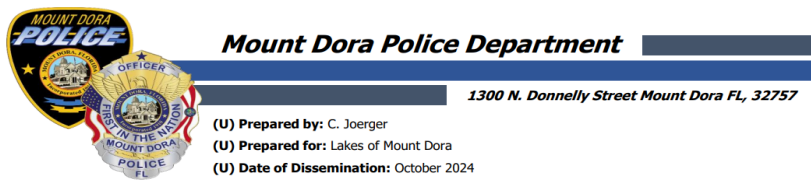


There were 48 accidents total between 10/14-10/27, with zone 5 experiencing the highest number of accidents.

- The biweekly report also includes vehicle accidents by zone.
- The agency can determine problem areas based on number of car accidents in that zone.



# CRIME STATISTICS AND REPORTS

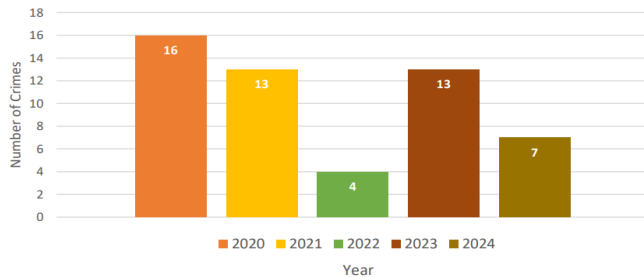


## Crime Statistics Lakes of Mount Dora

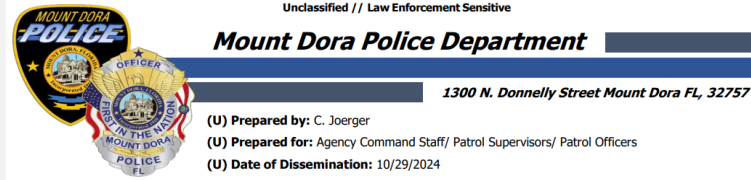
January 2020 – October 13, 2024

| Yearly Comparison    |           |           |          |           |          |           |
|----------------------|-----------|-----------|----------|-----------|----------|-----------|
| Offense              | 2020      | 2021      | 2022     | 2023      | 2024     | Total     |
| Homicide             | 0         | 0         | 0        | 0         | 0        | 0         |
| Robbery              | 0         | 0         | 0        | 0         | 0        | 0         |
| Assault & Battery    | 0         | 0         | 0        | 2         | 1        | 3         |
| Domestic Violence    | 2         | 1         | 0        | 0         | 2        | 5         |
| Shooting             | 0         | 0         | 0        | 0         | 0        | 0         |
| Shooting in Area     | 0         | 0         | 0        | 1         | 0        | 1         |
| Person Shot          | 0         | 0         | 0        | 0         | 0        | 0         |
| Sex Crimes           | 0         | 0         | 0        | 0         | 0        | 0         |
| Auto Theft           | 0         | 0         | 0        | 3         | 0        | 3         |
| Residential Burglary | 0         | 0         | 0        | 1         | 0        | 1         |
| Commercial Burglary  | 0         | 0         | 0        | 0         | 0        | 0         |
| Auto Burglary        | 5         | 3         | 0        | 0         | 1        | 9         |
| Larceny-All          | 3         | 2         | 0        | 1         | 0        | 6         |
| Fraud                | 6         | 7         | 4        | 5         | 3        | 25        |
| <b>Total</b>         | <b>16</b> | <b>13</b> | <b>4</b> | <b>13</b> | <b>7</b> | <b>53</b> |

LOMD Crime Statistics  
2020-2024

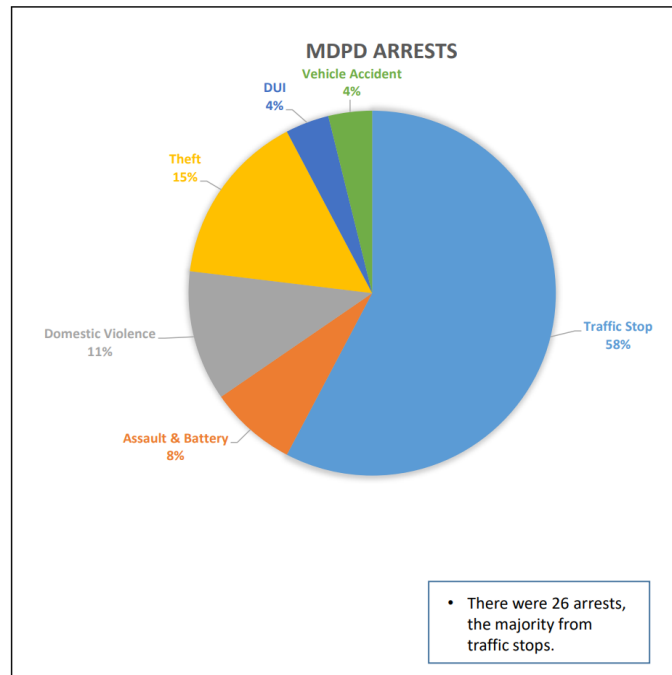


\*The 2024 data only includes January 1, 2024 – October 13, 2024\*



## Arrests

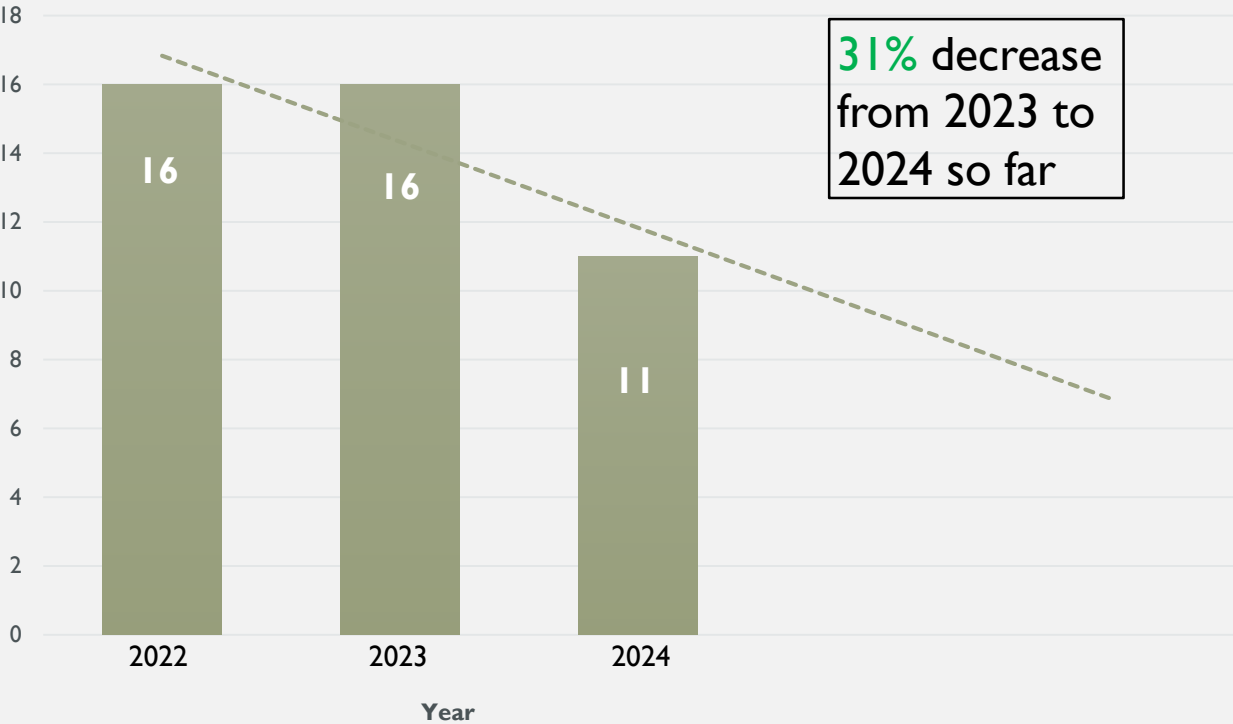
October 14, 2024 – October 27, 2024



- Crime statistics can be run for specific neighborhoods and communities within Mount Dora as well as Mount Dora as a whole.
  - Can analyze
    - Zones
    - Specific crime in a specific area
    - Vehicle accidents or other problem areas
- The analyst shares this information with the agency and allows the agency to decide how/where to use their resources.

# VIOLENT CRIME MOUNT DORA 2022 – 2024

## MDPD Violent Crime



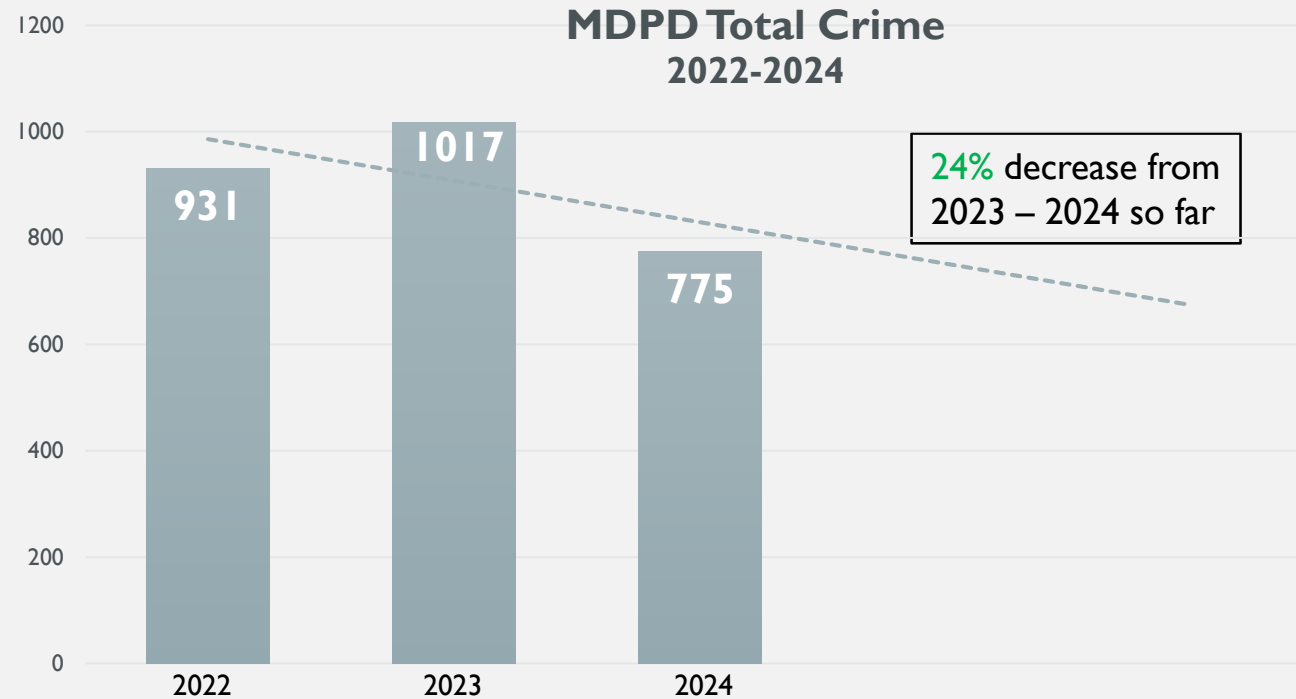
### Violent Crimes include:

- Homicide
- Sexual Assault
- Robbery
- Aggravated Assault & Battery

\* The 2024 data includes January 1, 2024 – November 30, 2024



# TOTAL CRIME MOUNT DORA 2022-2024



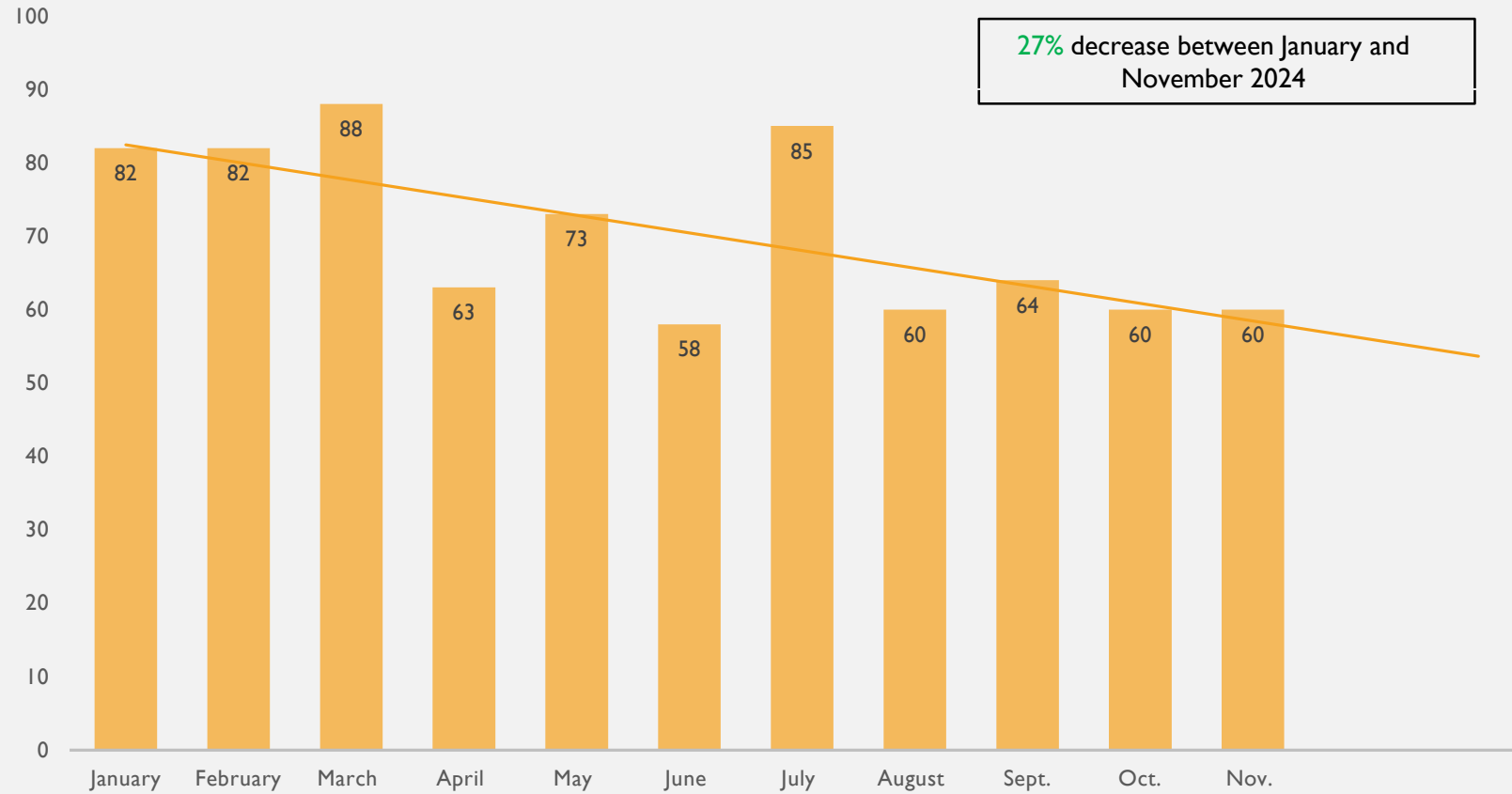
\*2024 data includes January 1, 2024 – November 30, 2024

## Total Crime Includes:

- Homicide
- Robbery
- Assault & Battery
- Sex Crimes
- Auto Theft
- Burglary
- Theft/Larceny
- Fraud

# TOTAL CRIME MOUNT DORA 2022-2024

MDPD Crime Totals  
2024



# INTEL MEETINGS

- The analysts in Lake County hold Intel Meetings once a month.
- This gives us an opportunity to sit down and discuss trends in the county.
- We share crime bulletins and important information regarding crime in our areas.
- I am currently working with another analyst to conduct threat briefs for our upcoming holiday events.
- Threat briefs provide awareness of potential threats to each event.

# COMMUNITY NEWSLETTER

November 19, 2024



Mount Dora Police Department

## Auto Burglaries

- There has been an increase in auto burglaries in our area over the last two weeks.
- Please remember to lock your vehicles and take any valuable items with you.

## Fraud Prevention Tips

As the holiday season is quickly approaching, here are some ways to prevent fraud:

- Do not provide personal or financial information over the phone or internet.
- Ask questions to verify the identity of anyone asking for money or selling something.
- Do not click on links in emails you think are suspicious. Block unwanted calls and text messages.
- Use strong passwords and monitor your accounts regularly.
- Use traceable payment methods. If you're asked to pay using gift cards, cryptocurrency (Bitcoin) or a wire transfer, that's a red flag that the transaction could be a scam.

## Safety

The Mount Dora Police Department is continuing to investigate the armed robbery that occurred on November 16, 2024.

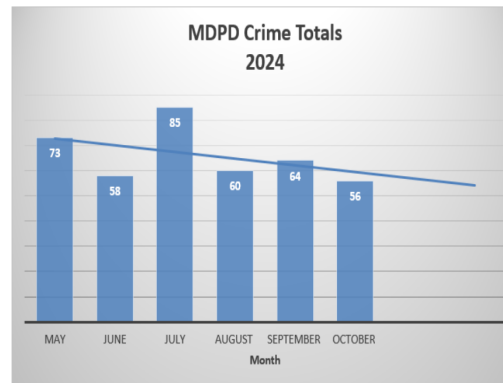
- Always pay attention to your surroundings, who is around you, and what's going on. Avoid isolated areas.
- Avoid walking alone at night and stick to well-lit streets and populated areas.
- Be extra cautious in transitional spaces (walking from your car to your house) and try to park in well lit areas.
- If you are robbed, try to remain calm and do your best to look for something distinctive about the suspect(s). Take note of the type of weapon, get-away vehicle, etc.
- **Call the police if you see suspicious activity**



MDPD

Community News

## Crime Statistics



12.5% decrease  
from September to  
October

\*The total number of crime in Mount Dora is on a downward trend, meaning crime is continuing to decrease.

Officers conduct regular checks of the following:

- Forres Playground
- Cauley Lott Park
- Gilbert Park
- Donnelly Park
- Lincoln Baseball Park

- We are currently in the process of creating a community newsletter.
- The newsletter will include:
  - Safety tips
  - Crime information and statistics
  - Updates on investigations
  - Police efforts within the community



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

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**DATE:** December 17, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Advisory Board and Committee Appointments and Reappointments

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**Introduction:**

This is an opportunity for Council to appoint members to Advisory Boards and Commissions.

**Discussion:**

The following seats will become available on December 31, 2024, and are open for appointment:

**Historic Preservation Board**

Districts 2, 3 and At-large

**Library Advisory Board**

Districts 3 and At-large

**The Northeast CRA Advisory Committee**

Districts 2, 3, and At-large

**The Parks and Recreation Advisory Board**

Districts 1, 2, 3, and At-large

**Planning & Zoning Commission**

Mayor's seat and District 1

**Public Arts Commission**

District 3

**Budget Impact:**

N/A

**Strategic Impact:**



N/A

**Recommendation:**

City Council appoint members to various boards and commissions.

**Attachment(s):**

1. 2024.Application.Derrick Campbell.PRAB
2. 2024 Application.John Clark.LAB
3. 2024.Application.Marcia Ford.LAB
4. 2024 Application.Angel Gunderson.HPB
5. 2024 Application.Franklin Hall.PAC
6. 2024.Application.Andrea Lothar.P&Z
7. 2024 Application.Erick MacDonald.P&Z
8. 2024 Application.Dan McMahon.LAB
9. 2024 Application.Patrick Murray.PRAB
10. 2024 Application.Juan Perez.Northeast CRA
11. 2024 Application.Suzanne Scheck.P&Z\
12. 2024 Application.Beth Sharpe.LAB
13. 2024 Application.Jane Slivka.PAC
14. 2024 Applications.Bailey Stack.PRAB
15. 2024 Application.Lynn Tacher.Northeast CRA
16. 2024.Application.Lynn Tipton.HPB
17. 2024 Application.Paula Tucker.PAC
18. 2024.Application.Ozell Ward.Northeast CRA
19. 2024 Application.Jack Whittaker.PRAB
20. 2024 Application.Daniel Wick.HPB

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Vince Sandersfeld, City Manager

Final Approval - 12/11/2024

**APPLICATION TO SERVE AS A BOARD OR COMMITTEE MEMBER  
FOR THE  
CITY OF MOUNT DORA**

Please complete all of the data fields listed below. Each applicant is advised that a very thorough criminal background investigation will be conducted through the Florida Department of Law Enforcement.

**Applicant is subject to Florida Sunshine Laws  
Immediately Upon Appointment to a Board or Committee**

**Parks and  
Recreation  
Advisory Board**

|                   |         |          |
|-------------------|---------|----------|
| 1. Name: Campbell | Derrick | Altwain  |
| (last)            | (first) | (middle) |

|           |                    |
|-----------|--------------------|
| 2. Sex: M | 3. DOB: 11/17/1986 |
|-----------|--------------------|

|                                                          |
|----------------------------------------------------------|
| 4. Home Address: 1735 Jefferson Dr. Mount Dora, FL 32757 |
| (street, city, state and zip code)                       |

|                                                             |
|-------------------------------------------------------------|
| 5. Mailing Address: 1735 Jefferson Dr. Mount Dora, FL 32757 |
|-------------------------------------------------------------|

|                                   |                        |
|-----------------------------------|------------------------|
| 6. Primary phone no. 352-455-9024 | 7. Secondary phone no. |
|-----------------------------------|------------------------|

|                                                                                 |
|---------------------------------------------------------------------------------|
| 8. Social Security Number:<br>(For the Purpose of Background investigation) N/A |
|---------------------------------------------------------------------------------|

|                                       |
|---------------------------------------|
| 9. Email: derrickcampbell17@gmail.com |
|---------------------------------------|

10. Provide a brief statement relating to your education, experience and reason for wishing to serve. (You may attach a resume.)

Please see the attached resume.

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|                                                                            |
|----------------------------------------------------------------------------|
| 11. Boards on which you wish to serve: Parks and Recreation Advisory Board |
|                                                                            |

***Please return this form to the Office of the City Manager, 510 Baker Street, Mount Dora, FL 32757  
PH: 735-7126 for additional information.***

brdapp (4/2/02)

# Derrick Campbell

● Mount Dora, FL 32757 ● (352) 455-9024 ● derrickcampbell17@gmail.com

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## Personal Profile

- BCaBA (valid 2/29/2020-2/28/2022) **0-20-10936**
- Professional Teaching Certificate "ESE K-12) (Valid present- July 2023) **#1151849**
- Certified Athletic Coach in the State of Florida (Valid present- July 2023) **#1151849**
- CPR Certified (valid until March 26, 2022)

**Eustis High School** – Eustis, Florida

Diploma, May 21, 2005

**Florida State University** – Tallahassee, Florida

Bachelor's of Science- Sociology and Social Sciences, December 12, 2009

**University of West Florida**- Pensacola, Florida

Applied Behavior Analysis Certificate BCaBA 3.79 GPA, May 2014

**University of Central Florida**- Orlando, Florida

Master's of Education- Exceptional Student Education 3.55 GPA, August 2017

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## Experience

### Professional Experience

**Learning Leaps Behavioral Services, Inc.** Lake County, FL, Behavior Analyst November 2020- Current

- Work with teachers in ESE classrooms to train, model, and implement ABA strategies in the classroom setting.
- Provide feedback on behavior interventions implemented
- Communicate effectively with teachers, faculty, staffing specialist, parents, and administration concerning clients of caseload's progression, regression, and new interventions or behaviors

**Devereux**- Winter Park, FL, Behavior Analyst April 2020- November 2020

- Ongoing monitoring of client continual progress toward goals
- Complete reassessments and associated progress reports and participate in clinical reviews
- Maintain accurate clinical notes for activities performed
- Facilitate ABA trainings, Develop and implement skills acquisition programming

**Lake County Schools**- Leesburg, FL, Dean (EBD Behavior Support) August 2019- March 2020

- Deliver intervention for discipline issues
- Provide mediation and conflict resolution to disagreeing parties
- Communication of disciplinary concerns to students, parents, and staff
- Support EBD students in Gen Ed as well as ESE classrooms

**Leesburg High School- Assistant Boys Basketball Coach** Leesburg, FL, Nov 2019-Feb 2020

- Organizes and directs individual and small group practice activities/exercises as directed by the head Basketball coach.
- Attends staff development meetings, clinics and other professional activities to improve coaching performance.
- Assists the Head Basketball coach with instructing players in the rules, regulations, equipment, and techniques of the sport.

**Florida Autism Center** Apopka, FL, Behavior Technician June 2019- Present

- Independently conducting behavior therapy sessions using the principles of Applied Behavior Analysis
- Collecting and recording data accurately and efficiently
- Communicating clearly and effectively in English with clients and families
- Abiding by all Florida and federal rules and regulations guiding ABA of FL services

**Lake County Schools- Tavares High School,** Tavares, FL, ESE Teacher August 2017-Present

- Works with administrators and instructional teams to plan and implement hands-on programs and activities for students and the school.
- Maintains contact with parents through parent-teacher conferences, telephone, or written communications.
- Maintains IEPs, Quarterly Reports, and Progress Monitoring for caseload.
- Develops and Implements IEPs with measurable goals using Progress Monitoring.
- Enables Community Based Instruction along with facilitating Florida State Alternate Assessments

**Tavares High School Head Boys' Basketball Coach,** Tavares, FL, July 2017- February 2019

- Maintains Strong Interpersonal Skills: Public Relations. Works well with other from diverse backgrounds. Focuses on solving conflict, maintaining confidentiality, listening to others, keeping emotions under control, remaining open to others' ideas and contributing to building a positive team spirit.
- Ensures that team rules and regulations regarding conduct and eligibility of the athletes are clearly communicated and followed.
- Instructs and demonstrates skill sets and techniques necessary for individual and team development.
- Responsible for purchase order requests for program uniforms, supplies, and equipment.
- Management of operating Booster Budget accounts and adhere to the financial policies in regards to fundraisers, purchase orders, collection and disbursement of money, expenses and receipts

**Orange County Public Schools- Maynard Evans High School, Orlando, FL ESE Teacher**  
August 2016- May 2017

- Developing and conducting an in-service program to inform classroom teachers of the goals and objectives of the ESE program and ways of achieving them in the school setting
- Maintains IEPs, Quarterly Reports, and Progress Monitoring for caseload.
- Develops and Implements IEPs with measurable goals using Progress Monitoring.
- Collects and Reports Progress Monitoring Data for all student goals.
- Provide necessary support for ESE students

**Orange County Public Schools- Maynard Evans High School, Orlando, FL ESE Facilitator**  
November 2015- June 2016

- Develop individual educational plans designed to promote education, physical and social development.
- Conduct small group and individual classroom activities with students based on differentiated learning needs.
- Administer the FCAT, Florida State Assessment and End of Course Exams
- Facilitate parent conferences
- Implement behavior management techniques
- Collaborate with service providers and general education teachers to meet individual needs of all ESE students

**Maynard Evans High School- Head Freshman Coach/Varsity Assistant Coach, Orlando, FL**  
November 2014- June 2017

- Organizes and directs individual and small group practice activities/exercises as directed by the head Basketball coach. Assists the Head Basketball coach with instructing players in the rules, regulations, equipment
- Attends staff development meetings, clinics and other professional activities to improve coaching performance.

**Advoserv- Carlton Palms, Mount Dora, FL Behavior Specialist October 2014 to October 2015**

- Works with Behavior Analyst in completion of functional assessments, identification of prioritized problems, and development of behavior treatment plans along with program reviews with Behavior Analysis
- Provides continuous monitoring and evaluation of behavior program, and alerts Behavior Analyst
- Supervises direct care professionals, and addresses any problems or concerns to Program Manager/Coordinator
- Train floor staff as well as assist on the floor as needed

**Advoserv- Carlton Palms, Mount Dora, FL Exceptional Student Education Teacher June 2011 to October 2014**

- Focused on teaching new skills to replace the maladaptive behaviors of students
- Provided alternative and appropriate means of communication and coping
- Primary interventionist and educational facilitator to assigned students

**Lake Community Action Agency, VPK, Eustis, FL Teacher August 2010 to May 2011**

- Facilitates Pre-Kindergarten curriculum in an appropriate manner to at-risk youth
- Conducts on-going observations and recordings of each child's development
- Assists Director, twelve teachers and staff in educational development of over one hundred students

**Capital Health Plan Champions powered by Titus, Tallahassee, FL Team Leader Jan 2009- April 2010**

- Inspire youth to improve their physical condition as well increase self-esteem
- Direct innumerable participants through thorough vigorous fitness activities

- Delegate tasks for employees in addition to helping with staffing ie; re-hiring employees

**AllStars Day School (After-school program)**, Tallahassee, FL      Tutor/Aid      August 2008-January 2009

- Organizes and implements activities for the youth
- Helps at-risk youth with the enrichment of socialization, academics and athletics
- Tutors elementary-age students with homework, projects and etc.

**National Deaf Academy**, Mount Dora, FL      *Mental Health Technician*      June 2008-August 2008

- Assisted clients in daily living activities in which they cannot perform solely
- Observed and continuously documented behaviors of pseudopatients
- Supervised Autistic and Deaf patients on a one on one basis

### **Internship**

**Children's Defense Fund Freedom Schools**, Sanford, FL *Servant Intern Leader*      May 2010-July 2010

- Exhibited leadership, mentoring, and role modeling
- Overseer of a minimum of ten students at once
- Prepared and instructed intensive reading national curriculum
- Promoted effective and encouraging team building

### **Skills**

Proven leadership capability, trained in crisis management, proficient in all Microsoft & Google programs, exceptional working with at-risk youth along with individuals with Autism, outstanding communication skills and an effective as well as efficient worker. Furthermore, I have developed a strong passion for working with the youth (as I have a 12 year old). I also have been volunteering and coaching for the past 6 years at the local Tri-county YMCA, the City of Mount Dora, Mount Dora Pop Warner, at Evans High School, Tavares High School, and Leesburg High. I have coached football for 7 years, soccer for 2 years, and basketball for 7 years (professionally 5 years).



# CITY OF MOUNT DORA™

## City Clerk

510 North Baker Street

Mount Dora, FL 32757

(352) 735-7142 Office

## Application to Serve as a Board or Committee Member for the City of Mount Dora

Please complete all of the date fields listed below.

### First Name\*

John

### Last Name\*

Clark

### Address1\*

3243 Logan Berry Dr

### Address2

### City\*

Mount Dora

### State\*

FL

### Zip\*

32757

### Phone Number\*

912-504-9099

### Email Address\*

Johnclark407@gmail.com

### Provide a brief statement relating to your education, experience and reason for wishing to serve\*

I have formerly served as a board Treasurer for a nonprofit organization, where I also learned about governance. I wish to serve on a board or committee to help drive meaningful and impactful change in my community and surrounding communities

### Resume or additional attachments (not required)

John-Clark (1).pdf resume.pdf

**Boards on which you wish to serve\***

CRA Board

Library Board

Charter review committee

**Upon Completion**

This form will be submitted to the City Clerk's Office.



**Please provide a brief statement relating to your education, experience and reason for wishing to serve\***

My wife and I moved to this wonderful city 15 months ago and have attended city council meetings to stay in touch with the decisions being made that impact Mount Dora. I have serviced in the USMC for 6 years. I have held all levels of leadership and owned and run multiple businesses. We have been in the building and construction field for most of our lives. I would like to be part of the team that looks at what Mount Dora will look and feel like for our future.

**Resume or additional attachments (not required)**

No file chosen

**Boards on which you wish to serve\***

Planning and zoning to replace the opening of our new mayor

**Upon Completion**

This form will be submitted to the City Clerk's Office.

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Hand, Jeanann; Clerk](#)  
**Subject:** Online Form Submittal: Board Application  
**Date:** Tuesday, December 6, 2022 8:46:15 PM

**\*\* This message originated outside of the City of Mount Dora network. Please think before you click. \*\***

## Board Application

City Clerk  
510 North Baker Street  
Mount Dora, FL 32757  
(352) 735-7142 Office

Application to Serve as a Board or Committee Member for the City of Mount Dora  
*Please complete all of the date fields listed below.*

|                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| First Name                                                                                       | Marcia                                                                                                                                                                                                                                                                                                                                                             |
| Last Name                                                                                        | Ford                                                                                                                                                                                                                                                                                                                                                               |
| Address1                                                                                         | 847 N McDonald St                                                                                                                                                                                                                                                                                                                                                  |
| Address2                                                                                         | <i>Field not completed.</i>                                                                                                                                                                                                                                                                                                                                        |
| City                                                                                             | Mount Dora                                                                                                                                                                                                                                                                                                                                                         |
| State                                                                                            | FL                                                                                                                                                                                                                                                                                                                                                                 |
| Zip                                                                                              | 32757                                                                                                                                                                                                                                                                                                                                                              |
| Phone Number                                                                                     | 352-434-9450                                                                                                                                                                                                                                                                                                                                                       |
| Email Address                                                                                    | mtf54@icloud.com                                                                                                                                                                                                                                                                                                                                                   |
| Provide a brief statement relating to your education, experience and reason for wishing to serve | <p>I have a BA in English with teaching certification. For twenty years, I worked for The Wall Street Journal.</p> <p>As a 32 year resident of Mount Dora, I have enjoyed and appreciated the services of the W T Bland library; it is one of the city's best assets.</p> <p>Being on the library board would enable me to help the community and the library.</p> |
| Resume or additional attachments (not required)                                                  | <i>Field not completed.</i>                                                                                                                                                                                                                                                                                                                                        |
| Boards on which you                                                                              | Library board                                                                                                                                                                                                                                                                                                                                                      |

wish to serve

---

Upon Completion

*This form will be submitted to the City Clerk's Office.*

---

Email not displaying correctly? [View it in your browser.](#)

First Name\*

Angel

Last Name\*

Gunderson

Address1\*

314 N Grandview St

Address2

City\*

Mount Dora

State\*

FL

Zip\*

32757

Phone Number\*

4077176861

Email Address\*

Agunderson29@gmail.com

Provide a brief statement relating to your education, experience and reason for wishing to serve\*

A long-time resident of Mount Dora. Father's side is Seminole Indian and the family roots are native Floridians. Husband's side owns Lakeside Inn. Looking to get more involved and have a passion for our lovely town.

Education - Colorado of Boulder University

- Notre Dame ~ incomplete Juris Doctorate Law

Resume or additional attachments (not required)

Choose File No file chosen

Boards on which you wish to serve\*

Historical and also interested in a few others. My pop-up blocker is preventing me from looking at options. Discuss these details later. Thank you!

Upon Completion

This form will be submitted to the City Clerk's Office.

Board Application - Submission #5252

Date Submitted: 6/9/2024



CITY OF  
MOUNT  
DORA™

City Clerk  
510 North Baker Street  
Mount Dora, FL 32757  
(352) 735-7142 Office

Application to Serve as a Board or Committee Member for the City of Mount Dora

Please complete all of the date fields listed below.

First Name\*

Franklin

Last Name\*

Hall

Address1\*

8002 Pine Hollow Drive

Address2

City\*

MOUNT DORA

State\*

FL

Zip\*

32757

Phone Number\*

3522231821

Email Address\*

Lordstoke2@aol.com

Provide a brief statement relating to your education, experience and reason for wishing to serve\*

Bachelor Degree in Marketing.Served many Non Profit Organizations including Preside t Lake Sumter State College Foundation 2000,Florida Symphony Orchestra,UF Foundation Inc.and Centennial Committee City of Umatilla,Fl.

Resume or additional attachments (not required)

Choose File

No file chosen

Boards on which you wish to serve\*

Redevelopment and Economic Development

Upon Completion

This form will be submitted to the City Clerk's Office.

Board Application - Submission #5256

Date Submitted: 6/13/2024



CITY OF  
MOUNT  
DORA™

City Clerk  
510 North Baker Street  
Mount Dora, FL 32757  
(352) 735-7142 Office

Application to Serve as a Board or Committee Member for the City of Mount Dora

Please complete all of the date fields listed below.

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Wisniewski, Nicole](#); [Burnham, Jessica](#)  
**Subject:** Online Form Submittal: Board Application  
**Date:** Thursday, December 2, 2021 6:28:43 PM

**\*\* This message originated outside of the City of Mount Dora network. Please think before you click. \*\***

## Board Application

City Clerk  
510 North Baker Street  
Mount Dora, FL 32757  
(352) 735-7142 Office

Application to Serve as a Board or Committee Member for the City of Mount Dora  
*Please complete all of the date fields listed below.*

|               |                             |
|---------------|-----------------------------|
| First Name    | Andrea                      |
| Last Name     | Lothar                      |
| Address1      | 961 Liberty Ave             |
| Address2      | <i>Field not completed.</i> |
| City          | Mt. Dora                    |
| State         | Florida                     |
| Zip           | 32757                       |
| Phone Number  | 5612135175                  |
| Email Address | andrealeigh1212@gmail.com   |

Provide a brief statement relating to your education, experience and reason for wishing to serve

I have a Bachelor of Science in Engineering from Old Dominion University in Norfolk, VA.  
I am a FL State Licensed Building Contractor with International PMP Certification.  
I hold a Professional Green LEED Accreditation by GBCI as a LEED AP BD&C (Worldwide Leadership in Energy and Environmental Design for Building Design and Construction) focused on environmental sustainability as it is applied to building development.  
Prior to retirement I spent 10 yrs as Vice President for New Development and Construction for TD Bank for the State of FL.  
I've had a rewarding 12 years as a volunteer Guardian Ad Litem and a volunteer math tutor for children.  
Since enjoying an early retirement and moving to Mt Dora I've

become involved with many friends and neighbors and other citizens of Mt Dora interested in preserving our Town.  
I am here to stay and am fully committed to doing what is right for Mt Dora in a way that I might be able to use my past experience and expertise in assisting with the improvements and future development of our town in the best way that I can.

---

Resume or additional attachments (not required)

*Field not completed.*

---

Boards on which you wish to serve

CRA  
Planning & Zoning  
Planning & Development  
Code Compliance

---

Upon Completion

*This form will be submitted to the City Clerk's Office.*

---

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Board Application - Submission #5400

Date Submitted: 11/23/2024

Application to Serve on a City of Mount Dora Board or Committee

Thank you for your interest in serving our community.  
Please complete the fields below and submit completed form using the submit button at the end of the form. Completed forms may also be hand-delivered or mailed to the City Clerk at 510 North Baker Street, Mount Dora, FL 32757.

|                                  |                      |                  |
|----------------------------------|----------------------|------------------|
| <b>First Name*</b>               | <b>Last Name*</b>    |                  |
| <div>Eric</div>                  | <div>MacDonald</div> |                  |
| <b>Address1*</b>                 |                      |                  |
| <div>1826 Overlook Dr</div>      |                      |                  |
| <b>Address2</b>                  |                      |                  |
| <div></div>                      |                      |                  |
| <b>City*</b>                     | <b>State*</b>        | <b>Zip*</b>      |
| <div>Mount Dora</div>            | <div>Florida</div>   | <div>32757</div> |
| <b>Phone Number*</b>             |                      |                  |
| <div>302 344 5031</div>          |                      |                  |
| <b>Email Address*</b>            |                      |                  |
| <div>ourmail0425@proton.me</div> |                      |                  |

**Please provide a brief statement relating to your education, experience and reason for wishing to serve\***

My wife and I moved to this wonderful city 15 months ago and have attended city council meetings to stay in touch with the decisions being made that impact Mount Dora. I have serviced in the USMC for 6 years. I have held all levels of leadership and owned and run multiple businesses. We have been in the building and construction field for most of our lives. I would like to be part of the team that looks at what Mount Dora will look and feel like for our future.

**Resume or additional attachments (not required)**

No file chosen

**Boards on which you wish to serve\***

Planning and zoning to replace the opening of our new mayor

**Upon Completion**

This form will be submitted to the City Clerk's Office.

Print

Board Application - Submission #5083

Date Submitted: 2/1/2024



**CITY OF  
MOUNT  
DORA**

**City Clerk**

510 North Baker Street

Mount Dora, FL 32757

(352) 735-7142 Office

**Application to Serve as a Board or Committee Member for the City of Mount Dora**

Please complete all of the date fields listed below.

**First Name\***

Dan

**Last Name\***

McMahon

**Address1\***

8788 Bridgeport Bay Circle

**Address2**

**City\***

Mount Dora

**State\***

Florida

**Zip\***

32757

**Phone Number\***

4105621539

**Email Address\***

dandeb134@gmail.com

**Provide a brief statement relating to your education, experience and reason for wishing to serve\***

Good day! My education includes a BS in Business and a BA in Radio,TV and film (RTVF) from the University of Maryland, College Park, MD. I have worked as a writer, editor and advertising copywriter across various media platforms including print and broadcast.

However, I am OUTRAGED at the Mothers etc and other groups effectively removing books due to their perceived prejudices. I am working on my LSSC (Library Support Staff Certificate) on line and want to fight this idiocy.

**Resume or additional attachments (not required)**

No file chosen

**Boards on which you wish to serve\***

Library Advisory Board

**Upon Completion**

This form will be submitted to the City Clerk's Office.

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Hand, Jeanann; Clerk](#)  
**Subject:** Online Form Submittal: Board Application  
**Date:** Monday, December 2, 2024 11:34:51 AM

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**\*\* This message originated outside of the City of Mount Dora network. Please think before you click. \*\***

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## Board Application

### Application to Serve on a City of Mount Dora Board or Committee

Thank you for your interest in serving our community.

Please complete the fields below and submit completed form using the submit button at the end of the form. Completed forms may also be hand-delivered or mailed to the City Clerk at 510 North Baker Street, Mount Dora, FL 32757.

|               |                             |
|---------------|-----------------------------|
| First Name    | Patrick                     |
| Last Name     | Murray                      |
| Address1      | 817 N Alexander St          |
| Address2      | <i>Field not completed.</i> |
| City          | Mount Dora                  |
| State         | FL                          |
| Zip           | 32757                       |
| Phone Number  | 9047280872                  |
| Email Address | patmurray817@gmail.com      |

Please provide a brief statement relating to your education, experience and reason for wishing to serve

I hold a bachelor's degree in Geography from Florida State University and have eight years of professional experience in Geographic Information Systems (GIS) and Land Use Planning, working in both municipal and private consulting environments.

Currently, I serve as a Planning Project Manager at a planning and landscape architecture firm, where I review and provide insights on the recreation and open space requirements for various developments and municipalities. As a father of two young children, I spend a considerable amount of my free time at community parks, which has deepened my appreciation for these vital spaces.

I am eager to serve on the Parks and Recreation Board to combine my professional expertise and personal passion to

further our local parks and recreational opportunities.

---

Resume or additional  
attachments (not  
required)

[Patrick Murray\\_RVi Resume\\_December 2024.pdf](#)

---

Boards on which you  
wish to serve

Parks and Recreation Board

---

Upon Completion

*This form will be submitted to the City Clerk's Office.*

---

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Application to Serve as a Board or Committee Member for the City of Mount Dora

Please complete all of the date fields listed below.

First Name\*

Juan E.

Last Name\*

Perez

Address1\*

2005 Donnelly Place

Address2

City\*

Mount Dora

State\*

Fl.

Zip\*

32757

Phone Number\*

954-559-8520

Email Address\*

tainodial@aol.comNorth East

Provide a brief statement relating to your education, experience and reason for wishing to serve\*

I attended Manhattan College Riverdale, N.Y. and New York University.  
I recently retired from the healthcare field after 40 years of service, and currently  
volunteer as a Guardian ad Litem for the State of Florida,Fifth Judicial Circuit Court.  
I have devoted my entire adult life to serving others, and now that I'm retired I wish to continue  
in service to my community.

Resume or additional attachments (not required)

Choose File No file chosen

Boards on which you wish to serve\*

Northeast CRA

Upon Completion

This form will be submitted to the City Clerk's Office.

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [johnsg@cityofmounddora.com](mailto:johnsg@cityofmounddora.com); [burnhamj@cityofmounddora.com](mailto:burnhamj@cityofmounddora.com)  
**Subject:** Online Form Submittal: Board Application  
**Date:** Wednesday, December 2, 2020 5:47:17 PM

---

**\*\* This message originated outside of the City of Mount Dora network. Please think before you click. \*\***

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## Board Application

City Clerk  
510 North Baker Street  
  
Mount Dora, FL 32757  
  
(352) 735-7142 Office

---

Application to Serve as a Board or Committee Member for the City of Mount Dora  
*Please complete all of the date fields listed below.*

|                                                                                                  |                                                                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| First Name                                                                                       | Beth                                                                                                                                                                                                                                          |
| Last Name                                                                                        | Sharpe                                                                                                                                                                                                                                        |
| Address1                                                                                         | 8417 BRIDGEPORT BAY CIR                                                                                                                                                                                                                       |
| Address2                                                                                         | <i>Field not completed.</i>                                                                                                                                                                                                                   |
| City                                                                                             | Mount Dora                                                                                                                                                                                                                                    |
| State                                                                                            | FL                                                                                                                                                                                                                                            |
| Zip                                                                                              | 32757                                                                                                                                                                                                                                         |
| Phone Number                                                                                     | 14077166313                                                                                                                                                                                                                                   |
| Email Address                                                                                    | bsharpe106@gmail.com                                                                                                                                                                                                                          |
| Provide a brief statement relating to your education, experience and reason for wishing to serve | I am a retired educator who has served as a teacher, principal, and district executive director. I have also worked as a consultant and coach for FranklinCovey education. I believe I have perspectives that could be beneficial on a board. |
| Resume or additional attachments (not required)                                                  | <a href="#">Resume 2020.doc</a>                                                                                                                                                                                                               |
| Boards on which you wish to serve                                                                | Library Board would be my first choice. I'm open to serve on other boards.                                                                                                                                                                    |

---

Upon Completion



## Board Application

### Application to Serve on a City of Mount Dora Board or Committee

Thank you for your interest in serving our community.

Please complete the fields below and submit completed form using the submit button at the end of the form. Completed forms may also be hand-delivered or mailed to the City Clerk at 510 North Baker Street, Mount Dora, FL 32757.

**First Name\***

Suzanne

**Last Name\***

Scheck

**Address1\***

308 N Tremain Street

**Address2**

**City\***

Mount Dora

**State\***

FL

**Zip\***

32757

**Phone Number\***

5169821129

**Email Address\***

SuzanneMScheck@gmail.com

**Please provide a brief statement relating to your education, experience and reason for wishing to serve\***

Born and raised in Ft Lauderdale, Florida. Went to FSU with a degree in Fashion Merchandising/Business. Out of college, worked for Saks Fifth Avenue in Management, then worked for Macy's for Management and Buying Line.

Later, I owned a clothing store for 10 years and sold it prior to moving to New York.

Had a 1940's house in Coral Ridge and was part of a neighborhood movement to stop cut through traffic in neighborhoods. Was a board member for HANDY and extensively chaired programs and fundraising.

In 1998 moved to Garden City, NY and completely gutted a 1921 Tudor and stayed true to origins while bringing it to present day standards. Was on 2 Garden City House Tours. Additionally co-started the Delta Gamma Alumni Group for Long Island, NY.

While in NY, I did party and event planning.

I am a people person; who loves architecture and restoration of older homes. I love being involved in my community and part of it. My husband and I moved here in 2021 after spending Thanksgiving thru New Years here with our family in 2020. They have been locals for 23 yrs (our brother) and 30+ years (our sister).

We feel this is our forever home. We love and embrace this community. After many years (28+) travelling to Mount Dora for family visits, I have seen the up and down progress of the city.

**Resume or additional attachments (not required)**

No file chosen

**Boards on which you wish to serve\***

Planning and Zoning Commission

**Upon Completion**

This form will be submitted to the City Clerk's Office.

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Hand, Jeanann; Clerk](#)  
**Subject:** Online Form Submittal: Board Application  
**Date:** Monday, March 6, 2023 9:57:03 AM

**\*\* This message originated outside of the City of Mount Dora network. Please think before you click. \*\***

## Board Application

City Clerk  
510 North Baker Street  
Mount Dora, FL 32757  
(352) 735-7142 Office

Application to Serve as a Board or Committee Member for the City of Mount Dora  
*Please complete all of the date fields listed below.*

|                                                                                                  |                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| First Name                                                                                       | Jane                                                                                                                                                                                                                                        |
| Last Name                                                                                        | Slivka                                                                                                                                                                                                                                      |
| Address1                                                                                         | 2069 Sheridan Rd                                                                                                                                                                                                                            |
| Address2                                                                                         | <i>Field not completed.</i>                                                                                                                                                                                                                 |
| City                                                                                             | Mount Dora                                                                                                                                                                                                                                  |
| State                                                                                            | Florida                                                                                                                                                                                                                                     |
| Zip                                                                                              | 32757                                                                                                                                                                                                                                       |
| Phone Number                                                                                     | 352-812-0546                                                                                                                                                                                                                                |
| Email Address                                                                                    | Janeslivka@gmail.com                                                                                                                                                                                                                        |
| Provide a brief statement relating to your education, experience and reason for wishing to serve | I graduated from Ohio University in 1975 majoring in art education K through 12.<br>I am a full-time, practicing artist, and own a gallery in Downtowne Mount Dora. I, conduct workshops and participate in art shows all over the country. |
| Resume or additional attachments (not required)                                                  | <i>Field not completed.</i>                                                                                                                                                                                                                 |
| Boards on which you wish to serve                                                                | Public Arts Commission                                                                                                                                                                                                                      |

Upon Completion

*This form will be submitted to the City Clerk's Office.*

---

Email not displaying correctly? [View it in your browser.](#)

Board Application - Submission #5407

Date Submitted: 12/2/2024

Application to Serve on a City of Mount Dora Board or Committee

Thank you for your interest in serving our community.  
Please complete the fields below and submit completed form using the submit button at the end of the form. Completed forms may also be hand-delivered or mailed to the City Clerk at 510 North Baker Street, Mount Dora, FL 32757.

First Name\*

Bailey

Last Name\*

Stack

Address1\*

1175 E 5th Ave

Address2

Mount Dora

City\*

Mount Dora

State\*

Florida

Zip\*

32757

Phone Number\*

3524553167

Email Address\*

stackbailey@gmail.com

**Please provide a brief statement relating to your education, experience and reason for wishing to serve\***

Lifelong resident of Mount Dora who graduated from MDHS in 2016 and graduated from UCF in 2022.

A former business owner who now has a career as a commercial insurance advisor.

I want to serve my community because I am a concerned citizen with the current state of our beloved city. The residents have been paying the price for poor policy, poor budgeting, wasting money on senseless projects, and a lack of prioritizing what resident's need (seems to be focused on what developers want, tourists & business owners in downtown - yes, I we should support our local businesses, I am not saying otherwise). I'd also like to serve that way I can gain a better understanding of local government prior to running for a position in 2028. Mount Dora is a great place, but we are currently ruining it and taking away from what made our home so special.

**Resume or additional attachments (not required)**

No file chosen

**Boards on which you wish to serve\***

Wherever the biggest impact can be made.

**Upon Completion**

This form will be submitted to the City Clerk's Office.

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Wisniewski, Nicole](#); [Burnham, Jessica](#)  
**Subject:** Online Form Submittal: Building Height Advisory Committee Application  
**Date:** Saturday, September 25, 2021 6:48:18 PM

---

**\*\* This message originated outside of the City of Mount Dora network. Please think before you click. \*\***

---

## Building Height Advisory Committee Application

### **City Clerk**

510 North Baker Street  
Mount Dora, FL 32757  
(352) 735-7142 Office

---

Application to Serve as a Building Height Advisory Committee Member for the City of Mount Dora

*The Building Height Advisory Committee will consist of **seven (7) resident members** appointed by each councilmember and **six (6) professional members** with prior or current professional experience as an:*

- *architect*
- *engineer*
- *general contractor*
- *subcontractor*
- *planner*
- *realtor*
- *other profession.*

*Professional members shall either be a current resident or own a business with the principal operations being conducted in the City of Mount Dora city limits and shall remain as such throughout the Term of the Advisory Committee.*

---

|                 |                      |
|-----------------|----------------------|
| Membership Type | Resident Member      |
| First Name      | Lynn                 |
| Last Name       | Tacher               |
| Address1        | 8031 St James Way    |
| Address2        | Field not completed. |

---

|                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City                                                                                             | Mount Dora                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| State                                                                                            | Florida                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Zip                                                                                              | 32757                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Phone Number                                                                                     | 407 928-1178                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Email Address                                                                                    | Tacherl@me.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Provide a brief statement relating to your education, experience and reason for wishing to serve | <p>Twenty year resident of Mount Dora.<br/> Served on advisory group that identified the "Someplace Special" slogan and updated the logo for the city.<br/> Worked on committee for Third Thursday event, Mount Dora Cool to bring business into downtown in Summer<br/> Volunteer for Mount Dora Craft Festival<br/> NECRA member<br/> M.Ed, Boston College<br/> Planning Associate, Blue Shield of Mass.<br/> Marketing Manager, MDCC, Rosemont, Ill.<br/> Consultant, Northrop Grumman Laser Systems<br/> Senior Management Consultant, University of Central Florida<br/> Teacher, Lake County Public Schools</p> <p>As a long-time resident of Mount Dora, I have been interested in civic activities that will enrich our City. I would do my best to research the pros/cons of decisions. Working for UCF, I enjoyed working with young people developing new businesses. I am hoping that this committee will work collaboratively to reach a solution that is best for our City.</p> |
| Additional Supporting Documentation (optional)                                                   | <i>Field not completed.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Additional Supporting Documentation (optional)                                                   | <i>Field not completed.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Upon Completion                                                                                  | <i>This form will be submitted to the City Clerk's Office.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

Email not displaying correctly? [View it in your browser.](#)



Print

Board Application - Submission #4399

Date Submitted: 10/4/2021



**CITY OF  
MOUNT  
DORA**

**City Clerk**

510 North Baker Street

Mount Dora, FL 32757

(352) 735-7142 Office

**Application to Serve as a Board or Committee Member for the City of Mount Dora**

Please complete all of the date fields listed below.

**First Name\***

Lynn

**Last Name\***

Tipton

**Address1\***

8896 Bridgeport Bay Cir

**Address2**

**City\***

Mount Dora

**State\***

FL

**Zip\***

32757-8856

**Phone Number\***

8505707251

**Email Address\***

ltipton@flcities.com

**Provide a brief statement relating to your education, experience and reason for wishing to serve\***

I am new to Mount Dora as a resident, but have been coming here for recreation, shopping and family fun since 1979. My professional work is with municipal governments and I hope to be able to 'give back' for all that municipal governments have meant to me in 30-plus years across Florida.

My undergraduate and graduate degrees are in public administration (1982 undergrad and 1986 master's) and I worked for Port Orange and Tallahassee before starting at the Florida League of Cities in 1991. I am also an alumnus of Leadership Florida and participate in their alumni activities, which keeps me current on statewide and regional issues impacting Florida.

I have assisted many cities with charter reviews and training for elected officials and some city staff. In talking with members of the Mount Dora City Council, it was suggested that I would be a good addition to one of the city's boards or committees, based upon vacancies and openings.

**Resume or additional attachments (not required)**

No file chosen

**Boards on which you wish to serve\***

Committee on Downtown Building Height Limits/Construction of Downtown Buildings (not sure if this is correct title)

**Upon Completion**

This form will be submitted to the City Clerk's Office.

Board Application - Submission #5246

Date Submitted: 5/29/2024



CITY OF  
MOUNT  
DORA

City Clerk  
510 North Baker Street  
Mount Dora, FL 32757  
(352) 735-7142 Office

Application to Serve as a Board or Committee Member for the City of Mount Dora

Please complete all of the date fields listed below.

First Name\*

Paula NeJame

Last Name\*

Tucker

Address1\*

8027 Saint Andrews Way

Address2

City\*

Mount Dora

State\*

FL

Zip\*

32757

Phone Number\*

3214386654

Email Address\*

pnejame@gmail.com

**Provide a brief statement relating to your education, experience and reason for wishing to serve\***

We have resided in Mount Dora for 24 years. I have my degree in Business Management. I am the prior Postmaster of Mount Dora and we currently own and operate multiple businesses in our community. I am a prior member of Kiwanas, served as an Ambassador for the Chamber, served on the Charter Review Committee, sat on the Library Advisory Board and am a prior board member of Visit Mount Dora. I am currently Vice-president of Mount Dora Center for the Arts. I am passionate about local arts and it's role in Mount Dora. I believe I could positively impact our community as a servant of the Art Advisory Board.

**Resume or additional attachments (not required)**

No file chosen

**Boards on which you wish to serve\***

Art Advisory Board

**Upon Completion**

This form will be submitted to the City Clerk's Office.

## Board Application



**CITY OF  
MOUNT  
DORA**

### City Clerk

510 North Baker Street  
Mount Dora, FL 32757  
(352) 735-7126

### Application to Serve as a Board or Committee Member for the City of Mount Dora

Please complete all of the date fields listed below.

**First Name\***

Ozell

**Last Name\***

Ward

**Address1\***

318 East Jackson Avenue

**Address2**

**City\***

Mount Dora

**State\***

FL

**Zip\***

32757

**Phone Number\***

770-843-3066

**Email Address\***

ozell.ward@gmail.com

### Provide a brief statement relating to your education, experience and reason for wishing to serve

As a native Mount Doran I lived in Mount Dora through my H.S. years. After HS moved away for for military service and post HS education. Employment experience includes 30 plus years in a corporate environment in various roles as single contributor, manager, and consultant. After retiring I returned to Mount Dora. Since returning I have been actively involved in various community and city activities and boards including Mount Dora Center for the Arts, Chamber of Commerce, and Northeast Community Redevelopment Advisory Board. Public service provides one an opportunity to not only learn and understand ones community but also provides one the opportunity to participate in activities to continue, improve, and innovate those thing that make our community a desirable place to live!

### Boards on which you wish to serve\*

Northeast Community Redevelopment Advisory Board  
Charter Review Board  
Other appropriate board/committee opportunities as they arise

### Upon Completion

Please submit to the City Clerk's Office. Feel free to include additional documentation you think may be relevant.

You may submit to [clerk@cityofmounddora.com](mailto:clerk@cityofmounddora.com), mail to address at top of form, or drop it off in person between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

\* indicates a required field

Print

Board Application - Submission #4070

Date Submitted: 8/3/2020



CITY OF  
MOUNT  
DORA™

City Clerk

510 North Baker Street

Mount Dora, FL 32757

(352) 735-7142 Office

Application to Serve as a Board or Committee Member for the City of Mount Dora

Please complete all of the date fields listed below.

First Name\*

Jack

Last Name\*

Whittaker

Address1\*

2228 Dogwood Circle

Address2

City\*

Mount Dora

State\*

Florida

Zip\*

32757

Phone Number\*

407-361-9461

Email Address\*

j.whittaker20@gmail.com

**Provide a brief statement relating to your education, experience and reason for wishing to serve\***

My name is Jack Whittaker, over the last 16 years I have been working as a Parks & Recreation professional for local municipality's in Central and West Florida, to include the City's of Oviedo, Pinellas Park, and St. Cloud. Considering myself a Central Florida native (being raised here since I was 4 years old), I have watch the growth and development of the entire region. Watching the University of Central Florida Knights establish a thriving University, Go Knights! To becoming a graduate of the once meager school, who has since founded a predominant academic institution within our community. When I moved to Mount Dora, I had to discover this "Some Place Special" for myself, with my amazing wife. We have spent the last three years living in this remarkable City, discovering this Special Place, and it only took a matter of time before we became home owners. Learning the beauty and wonder of Mount Dora, I wish to serve this City and its citizens to help conserve the fundamental sound established roots, while guiding and advancing this magnificent City I call home, through the ever changing climate of technology and society.

**Resume or additional attachments (not required)**

Jack Whittaker Resume.pages

**Boards on which you wish to serve\***

CRA  
Historic Preservation  
Northeast CRA  
Parks & Recreation  
Planning and Zonning  
Public Arts  
Special Code  
Chapter Review

**Upon Completion**

This form will be submitted to the City Clerk's Office.

**Board Application - Submission #5104**

**Date Submitted: 3/20/2024**



**CITY OF<sup>TM</sup>  
MOUNT  
D O R A**

**City Clerk**  
510 North Baker Street  
  
Mount Dora, FL 32757  
  
(352) 735-7142 Office

**Application to Serve as a Board or Committee Member for the City of Mount Dora**

Please complete all of the date fields listed below.

**First Name\***

Daniel

**Last Name\***

Wick

**Address1\***

8057 Bridgeport Bay Circle

**Address2**



**City\***

Mt Dora

**State\***

FL

**Zip\***

32757

**Phone Number\***

3052996214

**Email Address\***

dancmar@bellsouth.net

**Provide a brief statement relating to your education, experience and reason for wishing to serve\***

Retired and would like to be considered for committee member for the following committee's:

- > Community Redevelopment Agency Advisory Board District 4
- > Historic Preservation Board District 4

I have been CRA Director of 2 CRA's in Miami, Florida. (City of Homestead & City of North Miami Beach).

I have a BBA in Political Affairs from University of Miami 1976,

Would like to share and help work on the above committees with my background in small city government, working for a non-profit and Branch Manager in the Banking field.

**Resume or additional attachments (not required)**

No file chosen

**Boards on which you wish to serve\***

- > Community Redevelopment Agency Advisory Board District 4
- > Historic Preservation Board District 4

**Upon Completion**

This form will be submitted to the City Clerk's Office.

## Board Application - Submission #5145

Date Submitted: 4/10/2024



CITY OF  
MOUNT  
DORA

**City Clerk**

510 North Baker Street

Mount Dora, FL 32757

(352) 735-7142 Office



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

---

**DATE:** December 17, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Donnelly Street Boardwalk Replacement

---

**Introduction:**

This is an opportunity for staff to provide any updates for this important pedestrian walkway located at Donnelley Street (west side) from Limit Avenue to the Waterman Village bridge.

**Discussion:**

Staff to provide status updates. As of the printing of this staff report, the City is waiting for grant determination by the Florida Division of Emergency Management. Anticipated to receive grant feedback January 2025.

Possible Temporary Pedestrian Connections from Limit Avenue to the shopping center(s) at US Hwy 441:

- Shuttle Service (estimate) 7 days a week. 7:00 am to 10:00 pm: \$15,000 per month
- Install a temporary 3 foot wide asphalt (or similar hard surface material) sidewalk on the eastern side of Donnelly Street. Existing conditions are limited by grade (drop-offs at roadway shoulder), drainage pipes, light poles, guard rails, etc: Construction costs under review as of the printing of this staff report.

Funding/budget are under Finance Department review. Currently, FY24-25 has no funds available for temporary sidewalks and/or a shuttle.

**Budget Impact:**

Project cost for replacement of pedestrian walkway \$1.5 million. City is seeking a grant from the Florida Division of Emergency Management.

**Strategic Impact:**

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

GOAL 2: Infrastructure / Public Safety

Objective 2.2. Enhance pedestrian safety-crosswalk & traffic calming solutions

Objective 2.4. Sustain City Infrastructure

**Recommendation:**

Informational item.

**Attachment(s):**

Prepared by: Jeanann Hand, City Clerk  
Reviewed by: GEORGE MAREK, Public Works Director  
Jeanann Hand, City Clerk  
Vince Sandersfeld, City Manager

Approved - 12/4/2024  
Approved - 12/5/2024  
Final Approval - 12/5/2024



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

---

**DATE:** December 17, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Odor Issues

---

**Introduction:**

This is an opportunity for staff to provide updates related to odor issues and the status of City's Wastewater Treatment Plant #2

**Discussion:**

City utility staff to provide updates on the publication of the report about the Odor Study conducted by the City's engineering consultant, Kimley-Horn.

Wastewater Treatment Plant #2 (Located on US Highway 441). City's Web Page Link:  
<https://ci.mount-dora.fl.us/1459/Wastewater-Treatment-Plant-2>

**Budget Impact:**

City's Utilities Department has budget items for on-going maintenance items.

**Strategic Impact:**

GOAL 2: Infrastructure / Public Safety

**Recommendation:**

Informational Item.

**Attachment(s):**

Prepared by: Jeanann Hand, City Clerk  
Reviewed by: Andrew Marsian, Director of Utilities and Plant Operations  
Jeanann Hand, City Clerk  
Vince Sandersfeld, City Manager

Approved - 12/3/2024  
Approved - 12/5/2024  
Final Approval - 12/5/2024



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

---

**DATE:** December 17, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Approval of Amendment 1 to Piggyback Agreement and the Task Authorization with American Sidewalk Management for Sidewalk Inspection, Grinding, Removal, Repairs, and Purchase of Sidewalk Repairs

---

**Introduction:**

This is a request for Council to approve Amendment 1 to the piggyback agreement with American Sidewalk Management for sidewalk inspection, grinding, removal, repair, and purchase of sidewalk repairs via task authorization included with the attachments.

**Discussion:**

After the City entered into a piggyback agreement with American Sidewalk Management on April 2, 2024, the City of Orlando amended their contract with American Sidewalk Management establishing new unit pricing. This request is to bring the City of Mount Dora's agreement into alignment with the City of Orlando's contract. This amendment makes the new unit pricing effective retroactively to October 1, 2024.

Included under this item is a request to authorize sidewalk repairs under this contract in the amount of \$300,000.00. This will enable us to complete sidewalk repairs along Park Forest Boulevard. Upon completion of our commitment to repair sidewalks on Park Forest Boulevard, we will dispatch the contractor to other City sidewalks that are in need of repair.

**Budget Impact:**

There is no budget impact as this work is already funded under GL#310-5555-580.63-01-PW2415.

**Strategic Impact:**

GOAL 2: Infrastructure / Public Safety

Objective 2.2. Enhance pedestrian safety-crosswalk & traffic calming solutions

**Recommendation:**

Council approve Amendment 1 to the piggyback agreement with American Sidewalk Management for sidewalk inspection, grinding, removal, and repair, and approve a task authorization for American Sidewalk Management to perform contract repair of City sidewalks in the amount of \$300,000.00.

**Attachment(s):**

1. Attachment 1.Amended Piggyback Agreement 04.02.2024 - American Grinding
2. Task Authorization\_AmericanSidewalkManagement\_3
3. Agreement.American Sidewalk Management.\_04.02.2024-3

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 - 12/6/2024

Approved - 12/9/2024

Approved - 12/10/2024

Approved - 12/10/2024

Final Approval - 12/10/2024

# ATTACHMENT #1

## AGREEMENT

**THIS AGREEMENT** is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and American Grinding Company, LLC dba American Sidewalk Management, 1425 Coit Avenue NE, Suite #200, Grand Rapids, Michigan 49505, hereinafter referred to as the “CONTRACTOR”.

### *WITNESSETH:*

**WHEREAS**, the CITY has determined that it is in its best interest utilize the Sidewalk Inspection, Grinding, Removal & Repairs Continuing Services Contract between the City of Orlando, Florida, and the CONTRACTOR (the “Underlying Agreement”), April 27, 2023, and attached hereto as **Exhibit “A”** and made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract,” which was competitively solicited for and negotiated by the City of Orlando, Florida through Invitation to Bid – IFB23-0119; and,

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

**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 one (1) year, until March 19, 2025, and is subject to four (4) additional twelve (12) month renewals.

#### **SECTION 2. SERVICES AND PRICING.**

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

#### **SECTION 3. CONTRACT PROVISIONS.**

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

#### **SECTION 4. NOTICE.**

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



## ATTACHMENT #1

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: American Grinding Company, LLC  
c/o Joel Van Veen, President  
1425 Coit Avenue NE, Suite #200  
Grand Rapids, Michigan 49505

### **SECTION 5. APPLICABLE LAW, VENUE, WAIVER OF JURY TRIAL.**

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

### **SECTION 6. MODIFICATION.**

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

### **SECTION 7. CONFLICT.**

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

### **SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.**

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



## **ATTACHMENT #1**

### **SECTION 9. JOINT AUTHORSHIP.**

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

### **SECTION 10. EQUAL OPPORTUNITY EMPLOYER.**

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

### **SECTION 11. INDEMNIFICATION.**

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

### **SECTION 12. AUDITING, RECORDS, AND INSPECTION.**

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

### **SECTION 13. PUBLIC RECORDS.**

A. Pursuant to Florida Statutes, Section 119.0701:

**IF YOU HAVE QUESTIONS REGARDING THE APPLICATION  
OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO**

## ATTACHMENT #1

### 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](mailto:CLERK@MOUNTDORA.GOV)**

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

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

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



## ATTACHMENT #1

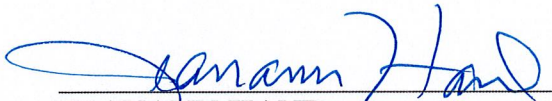
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this 2nd day of April, 2024.

**CITY OF MOUNT DORA**



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

**ATTEST:**



**JEANANN HAND**  
**CITY CLERK**

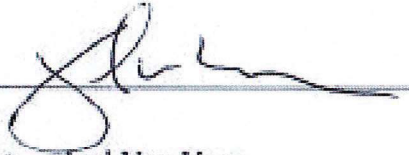
For the use and reliance of City of Mount Dora only  
Approved as to form and legal sufficiency



**Patrick Brackins**  
**City Attorney**

ATTACHMENT #1

American Grinding Company, LLC dba  
American Sidewalk Management

  
Print: Joel Van Veen

Title: President

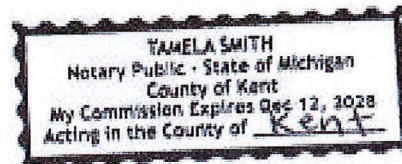
STATE OF FLORIDA

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of Joel Van Veen, as President of American Grinding Company, 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 Michigan Drivers License as identification, and who did/did not take an oath this 7<sup>th</sup> day of March, 2024.

(stamp)

  
NOTARY PUBLIC



## **ATTACHMENT #1**

### **Exhibit "A"**

Cooperative Contract between the  
City of Orlando, FL and American Grinding Company, LLC  
dba American Sidewalk Management and its exhibits



CITY OF ORLANDO INVITATION FOR BID (IFB)

**DATE OF ISSUE:** JANUARY 30, 2023

**IFB DUE DATE:** MARCH 2, 2023

**IFB DUE TIME:** 2:00 p.m., Local Time, City of Orlando, FL

**BID DELIVERY LOCATION:** City of Orlando  
Procurement and Contracts Division  
400 South Orange Avenue, Fourth Floor  
Orlando, Florida 32801  
*Bid opening held at same location.*

**IFB TITLE:** SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS

**IFB NO:** IFB23-0119  
*(IFB NUMBER MUST BE PLACED ON FRONT OF ENVELOPE)*

**THIS IS NOT AN ORDER**

**DIRECT ALL INQUIRIES TO:** SILVIA COSTE, CPP, SENIOR PURCHASING AGENT  
Phone: (407) 246-2216  
Email: [silvia.coste@orlando.gov](mailto:silvia.coste@orlando.gov)

**BUSINESS NAME & ADDRESS**

American Grinding Company, LLC d/b/a

American Sidewalk Management

Business Name

1425 Coit Ave NE, Suite #200

Address

Grand Rapids, MI 49505

City, State, Zip

(888) 556-7344

Telephone Number

info@sidewalkmgmt.com

Business Email Address

**CONTACT INFORMATION**

Joel Van Veen

Name of Contact Individual

1425 Coit Ave NE, Suite #200

Contact Address

Grand Rapids, MI 49505

Contact City, State, Zip

(888) 556-7344

Contact Telephone Number

joel@sidewalkmgmt.com

Contact Email Address

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**ATTACHMENT "A"**

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## INVITATION FOR BIDS

The City of Orlando, Florida, will electronically receive sealed bids through the Procurement and Contracts Division, for **IFB23-0119, Sidewalk Inspection, Grinding, Removal & Repairs** until 2:00 p.m., local time, on **March 2, 2023**, at which time bids will be opened and publicly virtually read. This work is a service contract for the Sidewalk Trip Hazard Remediation and Condition Survey for the City of Orlando (City).

Plans, Specifications & Contract Documents will be open to public inspection after **2:00 p.m. on January 30, 2023**. If you have any questions you may contact the Procurement & Contracts Division, City Hall (phone #407-246-2291). Plans, Specifications & Contract Documents may be obtained from the City's VendorLink website at the following web link: <https://vendorlink.cityoforlando.net/common/default.aspx>.

Bids must be accompanied by a bid bond, certified check or cashier's check made out to the City of Orlando, or other security as provided by law, in an amount not less than 10% of the total base bid.

A Non-Mandatory Pre-Bid (MS Teams) Teleconference will be held, **February 13, 2023 at 10:00 a.m.**, the conference line number is 1-321-247-568 , **ID:734607311#**. You must press the # key immediately after entering the id number.

Refer to the solicitation for more information on the bidding process. All questions about this solicitation must be submitted in writing and received by the Procurement and Contracts Division before **5:00 p.m., local time, on February 17, 2023**. Answers will be issued in the form of an Addendum to the solicitation.

### Living Wage

CONTRACTOR is required to pay its workers, as well as its subcontractors providing services pursuant to a contract with the CITY, a living wage for the time spent providing services to the CITY. (This provision does not include general administrative personnel unless they are assigned to a CITY project.) "Living wage" means compensation for employment of not less than \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. This provision shall apply to all bid and proposal awards for services which involve CITY expenditures that exceed \$100,000.00 per year.

### Performance and Payment Bond

A performance and payment bond is not required for the total contract amount of this Bid.

A performance and payment bond will be required if any specific job is estimated to cost more than Two Hundred Thousand Dollars (\$200,000.00), in accordance with Florida Statutes Section 255.05.

The City reserves the right to waive the bond requirement at any time for any specific job of \$200,000.00 or less. However, at the City's discretion, there may be times that a bond will be required for jobs of \$200,000.00 or less.

When a Payment and Performance Bond is required for a specific job, such bond shall be acquired and delivered to the City within fifteen (15) days of notice from the City that a bond is required. Upon notice from the City that a bond is required no further work under the contract shall be undertaken until such time as a bond in conformance with this Section has been delivered to the City.

If required, all bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable laws. All bonds shall be executed by such sureties as are licensed to conduct business in the state of Florida and, except as otherwise provided by applicable laws and regulations, are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of its authority to act.



**INSTRUCTIONS FOR SUBMITTING BID  
IN RESPONSE TO INVITATION FOR BIDS FOR THE  
IFB23-0119, SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS**

**A. ELECTRONIC SUBMITTAL:**

This solicitation must be submitted electronically. Paper responses will be deemed non-responsive.

Instructions for submitting a bid:

1. Once you have logged into your VendorLink account, go to the solicitation on which you want to bid, then click on "Create a Quote/Bid."
2. Upload the bid to VendorLink.
3. Verify that your uploaded document is complete.
4. To submit the final Quote/Bid, click on the "Submit" button at the bottom of the page, and then click "OK" at the top of the page.
5. If successfully submitted, a confirmation pop-up will appear at the bottom of the page.
6. A **Draft** Status means your bid has been saved but not yet submitted. The quote/bid response will not be considered as a submitted response in the system for this bid solicitation.

Bidders are solely responsible for ensuring that their submittals are complete, uploaded and submitted in the VendorLink system by the due date and time. The City shall not be responsible for any submission delays or failures caused by any occurrence.

Notwithstanding any provision of this Addendum or the Solicitation to the contrary, persons with disabilities needing a special accommodation to submit a bid response or participate in this solicitation should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801, telephone number (407) 246- 2291, not later than four (4) days prior to the submittal date for accommodations related to the submittal, or four (4) days prior to the date on which any other accommodation is needed.

**B. PRE-BID MEETING MS TEAMS PLATFORM:**

The Prebid meeting will be held via MS Teams, the call-in number is **1-321-247-7568**, Conference **ID:734607311**# you must press the # key right after the id number.

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NTM5MjhiOGYtN2QzYy00NTA1LWEyYmYtYjAwYWYwNjg2Zjlh%40thread.v2/0?context=%7b%22id%22%3a%227594da9b-294b-4acf-913b-d159ae921564%22%2c%22Oid%22%3a%223dc3147e-b3e2-452b-bf4d-416f9a614cc0%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTM5MjhiOGYtN2QzYy00NTA1LWEyYmYtYjAwYWYwNjg2Zjlh%40thread.v2/0?context=%7b%22id%22%3a%227594da9b-294b-4acf-913b-d159ae921564%22%2c%22Oid%22%3a%223dc3147e-b3e2-452b-bf4d-416f9a614cc0%22%7d)

**C. VIRTUAL SOLICITATION OPENING:**

Given the current situation with COVID-19 and the need for social distancing, the solicitation opening meeting information is as follow:

Instructions to join the solicitation opening virtual meeting:**1. Sign up for a free Zoom account**

Go to **zoom.us/signup** and enter your email address to create a free account with Zoom web conferencing. You'll receive an email from Zoom where you will click on a link to activate your account. If you already have a Zoom account, skip to step #3 below.

**2. Choose your device and download Zoom**

You can use a smart phone, tablet, laptop, or desktop computer. After signing up, visit **zoom.us/download** and download the "Zoom Client for Meetings" onto your computer. On mobile devices, search your app store for the free Zoom app and download it. Make sure to allow some extra time for the install before joining your first meeting. If you do not have one of the devices just mentioned, you can also call in to the meeting. If you cannot download Zoom and need to connect via web browser, you can use the Zoom web client (more info on browser compatibility visit **bit.ly/zoomwebinfo**).

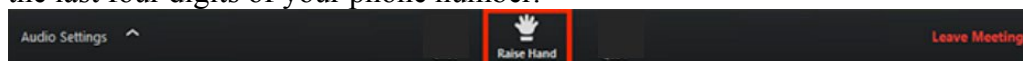
**3. Join the virtual meeting**

a. This is the public link: <https://orlando-gov.zoom.us/j/84693841218>

b. Call in number: +1 305 224 1968 Webinar ID:84693841218

c. **Provide live public comment**

Use the "Raise Hand" feature to request to speak. If you have called in you can raise your hand by pressing \*9. If you do this you will be called on to speak using the last four digits of your phone number.



**D. PREPARATION OF BIDS:**

1. Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the bidder's risk.
2. All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed by the bidder and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
3. Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he/she makes an entry.
4. Unit prices for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.
5. Although the City generally awards bids based on a "lump sum" basis to the responsive and responsible bidder submitting the lowest total bid, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

Note: For purposes of this bid, **IFB23-0119, Sidewalk Inspection, Grinding, Removal & Repairs**, Bidders shall enter a unit price for all line items listed in the Electronic Bid Form. To be considered for a contract award, the Bidder must submit a value greater than zero for **all items**. Contract award(s), if made, shall be based on the total bid price of all items.

**SUBMITTAL CHECK LIST:** 

Bidders should use the following bid check list of standard forms which are to be completed and returned as part of your bid submittal. Failure to complete and return required forms may result in your bid being non-responsive and not considered for award.

Additional forms/items may be required to be submitted under the terms of this Invitation for Bids which are not listed below; therefore, it is the bidder's responsibility to read and understand the provisions of this Invitation for Bids.

|                  |                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>    X    </u> | Solicitation Cover Page.                                                                                                                                                                                                                                                                                                                                                                                |
| <u>    X    </u> | W9. <b>See Attachment A</b>                                                                                                                                                                                                                                                                                                                                                                             |
| <u>    X    </u> | Bid Form.                                                                                                                                                                                                                                                                                                                                                                                               |
| <u>    X    </u> | Bidders Certification Form.                                                                                                                                                                                                                                                                                                                                                                             |
| <u>    X    </u> | Conflict of Interest Disclosure Form.                                                                                                                                                                                                                                                                                                                                                                   |
| <u>    X    </u> | Certification Regarding Prohibition Against Contracting with Scrutinized Companies.                                                                                                                                                                                                                                                                                                                     |
| <u>    X    </u> | Contract and Acceptance Form.                                                                                                                                                                                                                                                                                                                                                                           |
| <u>    X    </u> | Bidder's Questionnaire.                                                                                                                                                                                                                                                                                                                                                                                 |
| <u>    X    </u> | Letter(s) of Intent, find in the Supplementary Conditions. <b>See Attachment A</b>                                                                                                                                                                                                                                                                                                                      |
| <u>    X    </u> | Veteran Business Enterprise Participation Form, find in the Supplementary Conditions.                                                                                                                                                                                                                                                                                                                   |
| <u>    X    </u> | Addendum Acknowledgment Form: <b>It is the bidder's responsibility to contact the City's Procurement and Contracts Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. If you have downloaded this bid from the Internet, please ensure that you also download all such addenda. (If applicable)</b> |

**Special Items:**

|                  |                                                                                                 |
|------------------|-------------------------------------------------------------------------------------------------|
| <u>    X    </u> | 1. Bid Security (10%) <b>See Attachment A</b>                                                   |
| <u>    X    </u> | 2. Bidders Equipment List <b>See Attachment A &amp; B</b>                                       |
| <u>    X    </u> | 3. FDOT Qualification in Intermediate Maintenance of Traffic Control<br><b>See Attachment A</b> |

**NOTE:**

**Certificate of Insurance:** Within seven (7) days of a notification of intended award, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City.

**Written Question(s) Form:** Written questions must be received by **5:00 P.M. Local time** before, February 17, 2023.

**INVITATION FOR BIDS AWARD INFORMATION:**

The City's Procurement and Contracts Division is the official source to obtain information relating to City of Orlando solicitations. It is incumbent on the Bidder to obtain current bid and award information prior to and after the scheduled opening date of a solicitation. Information is updated daily as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a solicitation. You may obtain award and other solicitation information in a variety of ways:

1. Bid documents are available for download from the eSupplier website:

You may access solicitation information by visiting the City's eSupplier website by copying the following link in your web browser:

<https://vendorlink.cityoforlando.net>

2. You may also call the Procurement and Contracts Division at (407) 246-2291, during normal business hours, to request a solicitation and other related information.

Please remember, email notification is provided as a courtesy to our vendors, but it is the vendor's responsibility to check with the City of Orlando's website at: <https://vendorlink.cityoforlando.net> for current bid, and other information.

We appreciate your interest in doing business with the City Beautiful and wish you much success with your business ventures.

**NON- MANDATORY PRE-BID CONFERENCE:**

All prospective bidders are invited to attend a **Non-Mandatory** Pre-Bid Conference Via Microsoft Teams:

**February 13, 2023 at 10:00 A.M. Local Time, City of Orlando, FL**

**Teams Call in Number 1-321-247-7568, ID:734607311#**

The purpose of the Pre-Bid Conference is to provide and solicit information relative to the scope, purpose, nature and extent of the work, and any local conditions, which may affect the work and its performance. Submission of a bid shall constitute an acknowledgment by the bidder that it has thoroughly examined and is familiar with the **INVITATON FOR BIDS.** The failure or neglect of a bidder to examine the **INVITATON FOR BIDS.** shall in no way relieve the bidder of any obligations with respect to either its bid or the **INVITATON FOR BIDS.** No claim for additional compensation will be allowed which is based upon a lack of knowledge of the **INVITATON FOR BIDS.**

**NON-MANDATORY**  
**PRE-BID CONFERENCE ATTENDANCE NOTIFICATION:**

**February 13, 2023 at 10:00 A.M. Local Time, City**

**of Orlando, FL., Microsoft Teams Platform**

**Conference Call in Number 1-321-247-7568**

**ID:734607311# You must press the # key right**

**after the id number.**

**Please return this form by: Thursday, February 9, 2023.**

City of Orlando  
Procurement and Contracts Division  
400 South Orange Avenue, Fourth Floor  
Orlando, Florida 32801  
Telephone: (407) 246-2291  
Fax: (407) 246-2869

**PLEASE CHECK:**

  X   We plan to attend

**Name of Representatives who will attend**

1. Joel Van Veen
2. \_\_\_\_\_
3. \_\_\_\_\_

  X   A list of questions or statements for discussion at the Pre-Bid Conference is attached. (Please use **“WRITTEN QUESTION(S) FORM”** as indicated in the Table of Contents).

\_\_\_\_\_ We do not plan to attend, but will be submitting a response.

\_\_\_\_\_ We do not plan to attend and will not be submitting a response because:

\_\_\_\_\_

Signature

President

Title

American Grinding Company, LLC d/b/a American Sidewalk Management

Name of Company

February 8, 2023

Date

**SPECIFICATIONS FOR  
IFB23-0119, SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS**

**I. GENERAL**

A. This work is a service contract for the Sidewalk Trip Hazard Remediation and Condition Survey for the City of Orlando (City). The initial Contract time will be for a period of one year (12 months) with up to four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months. The Work includes surveying all sidewalks in the City, documenting trip hazards, damaged sidewalks, and grinding raised joints and uneven cracks. Replacing damaged sidewalk panels is not part of the Work. Staff in the Streets and Stormwater Division will designate initial Work Areas for the Contractor to begin work, but the Contractor will be responsible for surveying and reporting repair needs for the City sidewalks as determined by the City of Orlando Streets and Stormwater Division. The minimum grinding rate is to be no less than 500 linear feet per day and have an average range of 250 to 350 linear feet per day.

B. The estimated annual expenditure is \$800,000.00.

C. These specifications cover the Contractor's requirements for sidewalk grinding and reporting of trip hazards ¼ inch and greater. A trip hazard may include: cracks, separations, and or raised edges in the sidewalk surface that have a minimum of ¼ inch difference in elevation across the crack or edge. The reports will become part of the City's sidewalk hazard inventory.

D. The Work described in each item includes the Contractor furnishing of all materials, equipment, supplies, and tools, along with the performance of all labor and services, and all incidentals necessary to complete the repairs and reports associated with sidewalk trip hazards within the City.

E. The Contractor shall have a minimum of three (3) years experience in sidewalk grinding. References shall include projects in the State of Florida during the last three (3) years that involve sidewalk grinding and trip hazard remediation.

F. The Contractor shall have a minimum of two (2) people on-site at all times while work is performed. The use of two people on site ensures the safety of all pedestrians who may be present in the work area.

G. The Contractor shall have an active General Contractor's license valid in the State of Florida and a valid certification for the Florida Department of Transportation intermediate Maintenance of Traffic Control.

**II. EQUIPMENT**

A. Equipment must be able to grind any size trip hazard from 1/4 inch and greater. Grinding equipment must include a self contained dust collection system, which is used 100% of the time. To ensure effectiveness and minimize machinery footprint, the system must consist of an engine-driven vacuum suction fan and dust collection tanks both mounted on the grinding apparatus. Electric vacuums, hoses, hand power tools extension cords and generators will not be permitted as they are not powerful enough to effectively contain OSHA recognized hazardous airborne silica



dust generated by concrete grinding. Additionally, they cause electric shock as well as pedestrian trip hazards.

B. Grinding will be done dry without the use of water.

C. Equipment noise must be minimal so it does not disturb the public and the public will not need to wear hearing protection if located 10 ft. or further from the operation of the equipment. Per OSHA, hearing protection is required for individuals exposed to noise over 85 dB, as such the City requires that the equipment to perform the Work must not exceed the 85 dB at 10 ft.

D. Contractor shall own or lease commercial equipment that the City considers sufficient to provide services as specified. Commercial concrete grinding equipment is required.

E. Equipment shall be kept in good working order at all times. Proposed equipment shall be documented in the Equipment List Form, attached in Forms and Submittal Documents. Bidder shall submit additional pages as necessary to document the equipment. Bidder will submit applicable descriptive literature and technical data to fully detail all features, designs, construction, finishes of the equipment proposed for grinding on this project.

F. The failure of the Contractor to obtain and maintain sufficient equipment to provide the services as specified in this solicitation may be cause for termination of Contract.

G. Inspection and acceptance of proposed equipment to be used on this project shall be performed by a representative from the City's Streets and Stormwater Division, or such other specifically designated City Representative.

### III. SCOPE OF WORK- SIDEWALK GRINDING

A. Work Areas: Staff in the Streets and Stormwater Division will provide maps to the Contractor with Work Areas and street names as Work Orders. The Contractor will be responsible for surveying all sidewalks in the Work Areas, performing repairs, and identify other repair needs.

B. Trip Hazard Locations: Contractor will identify and remove all trip hazards in the Work Area that are between ¼" to 2" in height (as long as 2" of concrete thickness remains after grinding), and where the cross slope of the sidewalk does not exceed 2%. The surface area after grinding must be textured to meet ADA standards for pedestrian safety; which includes a slip resistant surface that does not become slippery when wet. Panels that are not repairable, or fractured, or broken will be documented in a weekly report.

C. Trip Hazard Location Documentation: The Contractor shall collect data using a GNSS (Global Navigation Satellite System) mapping grade device capable of sub-meter accuracy in varying site conditions. Workers should be properly trained to reach those accuracy capabilities whenever the condition are possible, for every grind site as well as each site that could not be grinded. The collection devices must be capable of collection multiple fields of attribute data for each point including but not limited to: street name, address, machine used, project phase, linear feet of the grind site, date and time collected, and damage points that could not be grinded. The coordinate projection of the data must be the same projection used by the City of Orlando. The device should be capable of delivering this data via an ESRI Geodatabase and will be delivered monthly via email or potentially through an automatic connection to an asset management system. After the Contractor submits the monthly report, City staff will verify and document the reported work.

D. Advance Notification of Work: The Contractor shall coordinate with the Streets and Stormwater Division two weeks in advance of initiating work in the identified Work Areas in a manner agreed upon by the Contractor and City prior to contract execution.

E. Mobilization: There are no additional costs for mobilization. If the Contractor completes work in one Work Area in less than a full day and needs to move to another Work Area in the same day, the Contractor may not charge a fee for mobilization between Work Areas. The work will be continuous throughout the year. Mobilization is included in the Contract linear price.

F. Damage to Grass/Vegetation Areas: Grass or landscaped areas damaged by the Contractor shall be restored at the Contractor's expense to conditions that are equal to or better than the existing conditions prior to commencement of work. Restoration shall be at the direction of Streets and Stormwater staff.

G. Utility Conflicts and Coordination: If the Contractor damages any utilities, they shall immediately notify the Utility Company and Streets and Stormwater Division within 30 minutes of the damage. Any damage to existing utilities shall be repaired at the Contractor's expense.

H. Damage to Existing Irrigation System: If the Contractor damages any portion of an existing irrigation system they shall immediately notify the Property Owner either through personal contact or leaving their contact information to the extent practicable. The Contractor shall also notify the Streets and Stormwater Division within one hour of the damage. Any damage to existing irrigation systems shall be repaired at the Contractor's expense.

I. Clean up: Should the integral vacuum system fail to collect all debris, the Contractor shall sweep the sidewalks thoroughly after the grinding operation. All debris collected shall be removed and disposed to a recycling location or to a location approved by the Streets and Stormwater Division.

J. Permits and Traffic Control: The Contractor shall furnish and install all construction signs, pavement markings, barricades, and all other safety controls for the duration of each work-area. The Contractor must notify the City where they are working by e-mail or telephone. The Traffic Control Manager will determine if permits are required. The Contractor is responsible for compliance with any permits determined necessary by the Traffic Control Manager. The Contractor shall have a certified Florida Department of Transportation Intermediate Maintenance of Traffic (M.O.T.) Control person.

K. Measurements: Measurement is based on a liner foot of grinding regardless what the thickness is of the sidewalk.

#### IV. **PART TWO - CONCRETE REPAIR & CONSTRUCTION**

##### A. General

##### 1. Scope of Work

The Contractor shall furnish all labor, material, and equipment necessary to perform all operations for the various types of repairs and clean ups that is necessary during the course of making repairs and constructing various concrete. The location of the work is Citywide and the work will be assigned geographically whenever possible.

In general, the Scope of Work and the types of repairs involved will be as follows:

- a. Concrete: Remove and construct sidewalks, where assigned.
- b. Sod/Grass/Plant/Landscape: Replacement of Sod to the original state and possible landscaping.

## 2. Quality Assurance

Concrete work shall conform to all regulations of local, state and federal authorities, including safety, health and pollution related. The latest edition of the City's Engineering Standards Manual (ESM) and the latest edition of the ADA Standards for Accessible Design shall apply.

### B. Products

1. **Concrete**: The materials shall meet the requirements of the latest edition of the City's Engineering Standards Manual (ESM).
2. **Graded Aggregate**: The materials shall meet the requirements of the latest edition of the City's Engineering Standards Manual (ESM).
3. **Irrigation Pipes**: If repair of these is needed, any of the most commercially available PVC and metal pipes are acceptable.
4. **Equipment**: A ready-mix concrete delivery truck will be necessary for pours.

### C. Execution

1. Concrete Repair/Construction (driveways, sidewalks, curbs, etc.)
  - a. Most concrete sidewalk repair jobs will involve about 2 to 3 sections of sidewalk to be removed, formed and re-poured.
  - b. All concrete used shall be at least the same quality used in the original case and re-poured using 3,000-psi concrete. All concrete must be plant batch mixed and no on-site bag mixed concrete will be allowed.
  - c. Where jobsites and plans call for steel reinforcement to be placed in the sidewalk, retaining walls, etc., such reinforcement shall conform to the requirements of the latest edition of the City's Engineering Standards Manual (ESM) and the latest edition of the ADA Standards for Accessible Design. A WWF or a welded wire fiber mesh and tie may be required to be laid in place during the pouring of concrete.
  - d. Forms used for this work shall be made of either wood, or metal, and shall have a depth equal to the depth of the concrete being deposited. Forms shall be straight, clean, free from warp or bends and of sufficient strength.
  - e. Foundation: If the work area under the concrete has been cut, it shall be filled to the correct depth first and shall be compacted to a minimum of 95% density.

f. Expansion Joints: If expansion joints were part of the original set up, (say between the sidewalk and the curb or driveway or at fixed objects), then these shall be formed with a pre-formed joint filler and shall be ½ inch joints.

g. Contraction Joints: If part of the original set up, shall be replaced to the original type – that is either the “open type” or “sawed”. Joints shall be at least 1-1/2 inch deep.

h. Placement: Place concrete using methods, which prevent segregation of mix. Concentrate along the face of forms. Use only square-faced shovels for hand spreading and consolidation. Deposit and spread concrete in a continuous operation between joints, as far as possible. Give options to set the Forms. The latest edition of the City’s Engineering Standards Manual (ESM) and the latest edition of the ADA Standards for Accessible Design for mixing and placing concrete.

i. Finishing: Smooth the surface by spreading and floating. Use hand methods only. Test surface for trueness. Re-distribute concrete if required, to remove surface irregularities and to provide a smooth, continuous surface. Work all edges of walks and slabs with a 1/8" edging tool. Fiber broom finish perpendicular to the edge of the walk. Do not remove forms for 24 hours after the concrete has been placed. After removal, clean ends of joints, remove and replace areas of major defects. Backfill all exposed sides of finished work with soil.

j. Curing: Protect and cure finished concrete paving, complying with applicable requirements of the City of Orlando. Commence placement of curing compound as soon as the concrete has hardened sufficiently to permit application of curing material without marring the surface. Replace

immediately any curing material removed or damaged during the curing process.

k. Tree root pruning and grubbing is required with a majority of the concrete repairs. ALL TREE ROOTS MUST BE CLEANLY CUT (no ax cuts) while accomplishing this task. The raw use of a skid loader or backhoe to grub tree roots will not be allowed. Close coordination between the City and Contractor must take place with tree root pruning.

## **2. Soil Replacement**

Contractor is responsible to restore the work area with clean backfill and all areas are to be leveled and graded.

## **3. Re-Sodding**

On most occasions, re-sodding will become necessary as part of repair and construction work. The contractor is required to replace the same type and quality of sod that existed before. Occasionally, some landscaping work may be required. Landscaping must be restored to original or better conditions and to the satisfaction of private property owners. New sod shall match existing undisturbed sod (Bahia or St. Augustine).

**4. Pipe Repair**

Contractor will be responsible for all irrigation and water line repairs damaged during the course of work. If repairs are made, the contractor must turn on the irrigation system to ensure it is working properly. This may require coordination with the property owner.

**5. Clean-up**

Without exception, Contractor MUST police and remove all construction material, excess wet concrete, concrete pieces and slabs, trash and debris from job site daily and legally dispose of them off the property.

**6. Safety and Protection**

The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby. The Contractor will check for any existing utilities in the work area through underground locator service and will be responsible for the damage to such utilities, including sprinkler systems.

**V. POLLUTION AND NOISE CONTROLS**

A. Noise Control: Noise Control shall be in accordance with Federal, State, and City regulations. The Contractor shall comply with all City Ordinances and Regulations dealing with noise abatement.

B. Vibration Control: Vibration Control shall be in accordance with Federal, State, and City regulations. It is the Contractor's sole responsibility to prevent damage from vibration to adjacent structures and property.

C. Air Pollution Controls: Air Pollution Control shall be in accordance with Federal, State, and City regulations.

**1. Fugitive Dust**

a. Do not cause or allow the emissions from any transport, handling, construction or storage activity to remain visible in the atmosphere beyond the property line of the emission source.

b. Take precautions to minimize dust emissions from operations involving demolition, excavation, grading, clearing of land and disposal of solid waste.

c. Do not cause or allow particulate matter to exceed 100 mg/m<sup>3</sup> when determined as the difference between upwind and downwind samples collected on high volume samples at the property line for a minimum of five hours.

d. Take precautions to prevent visible particulate matter from being deposited upon public roadways as a direct result of construction or hauling operations. Precautions shall include the removal of particulate matter from equipment before movement to paved streets, or the prompt removal of material from paved streets onto which such material has been deposited.

## 2. Solid and Hazardous Waste

a. Solid and Hazardous Waste Control shall be in accordance with Federal, State, and City regulations.

b. The Contractor is solely responsible for the disposal of any hazardous waste that is generated by the Contractor's operation.

c. Execution: In order to implement these regulations, Contractor shall use the following procedures and techniques:

## 3. Air Pollution

### a. Dust

1. Cover loads of materials, debris and soil transported from construction sites.
2. Daily water down and sweep streets, which have heavy volumes of construction vehicles carrying debris and excavated materials.
3. Establish regular cycles and locations for washing trucks, which haul soil from the site.
4. Water down construction sites as needed to suppress dust, during handling of excavation soil or debris or during demolition.

b. Burning of wastes on site is prohibited. Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.

c. Use construction equipment, which has been designed and equipped to prevent or control air pollution in conformance with the regulations of the EPA, state and local authorities. Contractor shall have available evidence of such design and equipment shall be maintained and made available for inspection by Construction Manager.

d. Establish and maintain records of the routine maintenance program for internal combustion engine powered vehicles and equipment used on the project. These records shall be held available for inspection by Construction Manager.

## 4. Solid and Hazardous Waste

a. Solid wastes may be disposed of in a number of ways, including reuse on the project, sale for fuel, through controlled incineration, donation to other public private dump sites, either free or for a fee. The method of disposal is restricted according to the classification of the waste material by the CFR 40 - 190 to 399, and by local requirements.

- b. Hazardous material shall be disposed of in Class I or Class II-1 waste disposal facilities.
- c. Haul routes for transporting solid or hazardous wastes are subject to the approval of Construction Manager.

## VI. INSPECTIONS AND OBSERVATIONS

A. The City Representative or designee will make periodic reviews of the entire site to evaluate the Contractor's performance. The Contractor will, on sole judgment of the City Representative or his designee, make necessary repairs and adjustments required to fulfill the obligations and conditions of the Contract.

B. Contractor personnel are expected to conduct themselves in a courteous manner, performing their functions with the appropriate professionalism.

## VII. MEASUREMENT AND PAYMENT

A. Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under Pay Items. Work for which there is not a pay item will be considered incidental to the Contract and no additional compensation will be allowed.

B. The City reserves the right to modify work as may be necessary, and increase or decrease quantities of Work to be performed, including deduction or cancellation of any one or more of the Pay Items. Changes in the Work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of the Work to be performed, the Contractor will accept payment according to Contract Unit Prices that appear in the original contract.

C. The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price cost for completing the work in its entirety. Should the Contractor feel that the cost of any item of the work has not been established by the Bid Form, Contractor shall include the cost for the work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

D. The quantities for payment under this Contract shall be determined by actual measurement and payment of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

E. Work performed by the Contractor outside the limits of construction shall be at the Contractor's expense.

F. Invoice Processing

- 1. Contractor will invoice the City per location. The Contractor shall list the linear feet of work completed per location in the spread sheet provided by the Contractor.

2. Contractor shall submit to the City Representative an invoice for completed work only after a field inspection of work has been jointly verified with representatives of the Contractor and City. The City Representative shall issue a Work Order Acceptance Certificate to the Contractor upon successful verification of the completed work. All Invoices shall be presented to Streets & Stormwater Division 1010 Woods Ave. Orlando, FL 32805, for processing.

G. Payment of Subcontractors. Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with §218.735 (6) et sq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.



## SPECIAL CONDITION CLAUSES

### **Price Adjustment Applicable to Approved upon Renewal Contract Terms Only:**

#### **Automated Order Entry System:**

Bidders should furnish with their bid submittal details of any automated order entry system available for use by the City.

#### **Bid Security:**

Bid Security shall be made payable to City, in an amount equal to ten percent of the bidder's Total Base Bid in the form of a certified check, cashier's check, or a Bid Bond issued by a Surety that is licensed to conduct business in the State of Florida and has at least an "A-" rating in accordance with the most current A.M. Best Company financial strength rating.

The Bid Security of the low bidder shall be retained until such time as the City has executed and provided the awarded bidder with the Contract and Acceptance Form, and the bidder has furnished the required contract security, any insurance certificates and endorsements, whereupon it will be returned. If the low bidder fails to comply with the solicitation requirements, or to furnish any required contract security or required insurance certificates and endorsements, within seven (7) days of the notification of intended award, the City may cancel the intended award and the Bid Security of that bidder may be forfeited up to the difference between the total bid of the forfeited bidder and the next lowest bidder.

The Bid Security of all other bidders may be retained until the earlier of thirty (30) days after execution of the Contract and Acceptance Form or ninety (90) days after bid opening, whichever occurs first.

#### **Bid Specifications:**

Specifications referenced throughout this solicitation refer to the products listed on the Bid Price Form, page 48. See Standard Terms and Conditions, Specifications, Item 8, page 26, regarding the approval process for equivalent equipment or materials.

#### **Payment of Subcontractors**

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with §218.735 (6) et seq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

#### **Periodic and Final Cleaning**

The Contractor shall:

- A. Schedule periodic cleaning to keep the worksite and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris resulting from construction operations;
- B. Provide on-site container for the collection of waste materials, debris, and rubbish;
- C. Dispose of waste materials, debris, and rubbish from the Owner's property;

- D. Upon completion of work in each area, provide final cleaning and otherwise return space to a condition suitable for use by the City;
- A. Conduct cleaning and disposal operations to comply with City codes, ordinances, regulations, and environmental laws.

### **Performance Bond and Payment Bond**

In accordance with Florida Section 255.05(1)(a), Florida Statutes, a Performance and Payment Bond is required of anyone entering into a formal contract with the City for the construction or repair of a building or public works project. The City reserves the right to waive the requirement at any time for any contract of \$200,000.00 or less.

Accordingly, if the amount bid by the awarded bidder exceeds \$200,000.00, a Payment and Performance Bond will be required in the amount of the awarded bidder's bid or in such other amount as may be directed by the City in writing within fifteen (15) days of the award of any contract resulting from this solicitation. No work shall be done prior to the delivery of a Payment and Performance Bond meeting the requirements of this Section to the City.

In the event that the awarded bid amount is less than \$200,000.00, a Payment and Performance Bond will be required thereafter in such amount as determined by the City if at any time, for any reason, including but not be limited to increased quantities or usage or extension or renewal, the value of the contract exceeds (or may reasonably be expected to exceed) \$200,000.00 as determined by the City. Such bond shall be acquired and delivered to the City within fifteen (15) days of notice from the City that a bond is required. Upon notice from the City that a bond is required no further work under the contract shall be undertaken until such time as a bond in conformance with this Section has been delivered to the City.

The Contractor shall include the cost of any bonds required hereunder in their bid. If bonds are required hereunder and the term of the contract between the City and the Contractor is extended or renewed, Contractor shall provide a new or amended bond to reflect the new or extended period and increased value of the contract within fifteen (15) days of extension or renewal. The failure by Contractor to submit any conforming bond when required by this Section shall constitute grounds for termination of the contract by the City.

All Payment and Performance Bonds shall be recorded by the City with the Clerk of the Circuit Court of the county where the work is located. These bonds shall remain in effect at least until one (1) year after the date of substantial completion of the entire work assigned to Contractor under the contract, except as otherwise provided by applicable laws or regulations.

All bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable laws. All bonds shall be executed by such sureties as are licensed to conduct business in the state of Florida and, except as otherwise provided by applicable laws and regulations, are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of its authority to act.

If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its license to do business in the state of Florida is terminated or it ceases to meet the requirements of this Section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be in accordance with these requirements and acceptable to City.

In addition to the other bonding requirements, the surety (ies) named on the Performance Bond and Payment Bond submitted by Contractor shall be subject to the approval of City. If City has a reasonable objection to the proposed Surety, City may require Contractor to submit an acceptable substitute.

**Quantities**

The quantities for the items listed in this solicitation are estimated annual quantities for bid evaluation purposes only and should not be construed as representing actual quantities to be purchased. Moreover, it is understood by all bidders that the City is not obligated to purchase any minimum or maximum amount during the life of a contract resulting from this solicitation.

**Favored Customer Clause:**

Should the awarded bidder (also referred to hereinafter as “Contractor”), of a contract resulting from this solicitation sell the same or substantially the same products or services as listed in this solicitation to another Governmental Agency, within the State of Florida, at a lower price than the price listed in this solicitation, the awarded vendor agrees to extend that same discounted price to the City of Orlando.

**GENERAL CONDITIONS****Bidder should read and follow the following instructions.**

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided on the Bidder's Certification Form.
2. **SEALED BIDS:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified herein and on any attached sheets, specifications, standard terms and conditions and special conditions.
3. **NO BID FORM:** In the event you elect not to bid this requirement, respond by returning this form, marking it "NO BID" and the reason therefor. NOTE: To qualify as a respondent, bidder must submit a "BID" or "NO BID" and it must be received no later than the stated bid opening date and time.
4. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form, with the total bid amount being read aloud. It is the bidders responsibility to assure that their bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be returned but will be retained in the "BID FILE" unopened. Telephone or telegraphic bids cannot be accepted.
5. **PRICES, TERMS, and PAYMENT:** All prices must be firm for the delivery schedule quoted herein. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any City of Orlando Department unless otherwise stipulated in the bid invitation. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Orlando to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Accounts Payable Office, whichever is later.
  - a) **TAXES:** The City of Orlando does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8015427957C-9 and is also stipulated on all our Purchase Orders.
  - b) **POLITICAL SUBDIVISIONS:** Under Florida Law, prices contained in State Contracts shall be available to the City of Orlando, who might wish to purchase under a State Purchase Contract. The City of Orlando therefore reserves the right to purchase any commodities from a State Purchase Contract if in the best interest of the City.
  - c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be a bidder's risk.
  - d) **CONDITION and PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
  - e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
  - f) **MARKING:** Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the vendor and must also clearly indicate the City of Orlando Purchase Order Number.
  - g) **INVOICING and PAYMENT:** The supplier shall be paid in accordance with Florida Statutes, upon submission of invoices to: The Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida 32801. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this bid. All invoices must show the City of Orlando Purchase Order Number.
6. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Orlando. Further, all bidders must disclose the name of any City of Orlando employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the bidders firm or any of its branches.
7. **AWARDS:** As the best interest of the City of Orlando may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any all bids or waive any informality or technicality in bids received.
8. **INSPECTION, ACCEPTANCE, and TITLE:** Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Orlando, unless loss of damage results from negligence by the City of Orlando or its Departments.
9. **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Orlando's Chief Procurement Officer shall be final and binding on both parties. All disputes between the parties shall be resolved in accordance with the City Procurement Code, (Chapter 7 of the City Code).
10. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.
11. **LIABILITY:** The vendor shall hold and save the City of Orlando, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the purchase order or contract which may result from this bid.

**NOTE: ANY AND ALL STANDARD OR SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

**STANDARD TERMS AND CONDITIONS****1. RECEIPT OF BIDS:**

- a. Bids shall be submitted electronically via Vendorlink to the Procurement and Contracts Division prior to the date and time specified herein. Bids will not be accepted after the designated time and date. It is solely the responsibility of the bidder to ensure timely delivery of their bid submittal.
- b. Each bid shall be submitted electronically and marked with the bid number, title of the bid, and bid opening date and time.

City of Orlando  
Procurement and Contracts Division  
Attention: David Billingsley, CPSM, C.P.M.  
Chief Procurement Officer  
C/O Purchasing Agent: **Silvia Coste, CPP, Senior Purchasing Agent**  
400 South Orange Avenue, Fourth Floor  
Orlando, Florida 32801

**2. COMMUNICATIONS; QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:**

- a. To protect the integrity of the solicitation process and ensure fair consideration of all respondents, a prohibited communication period is hereby established commencing as of the time of the issuance of this solicitation and terminating upon execution of a contract (or, if the solicitation is cancelled, upon cancellation of the solicitation). Except for communication with the City's designated point of contact set forth in this solicitation or as otherwise authorized by the City's Chief Procurement Officer, during the prohibited communication period, the City prohibits communication regarding the solicitation by a respondent or potential respondent (or on a respondent or potential respondent's behalf) to or with any officer, elected official (including the Mayor and City Council), department, division, office, or employee of the City, or any other person or entity providing advice to the City related to this solicitation. During the prohibited communication period, all contacts and communications regarding the solicitation by a respondent, or potential respondent, including their agents, representatives and others on their behalf, shall be directed to the City's Procurement and Contract Services Division in the manner provided below in this solicitation, unless otherwise authorized by the City's Chief Procurement Officer. Prohibited contact or communications during the prohibited communication period may result in disqualification from the solicitation process, rejection of the solicitation, or termination of any resulting contract as determined by the Chief Procurement Officer. In addition, prohibited contact or communications may also be grounds for suspension and debarment of a respondent or potential respondent under the City's Procurement Code.
- b. Any questions by a bidder relative to the interpretation of specifications or the bid process shall be addressed in writing as indicated below. In order to be answered prior to the submittal deadline, questions must be received by the Procurement and Contracts Division ten

(10) days prior to the date set for the receipt of bids. Please see the "Written Question(s) Form" under Forms and Submittals Section of this solicitation. Any interpretation made to prospective bidders with respect to questions submitted prior to the cut-off date for questions to be answered prior to the submittal deadline will be expressed in the form of an Addendum to the specifications which, if issued, will be conveyed to all prospective bidders no later than five (5) days before the date set for receipt of bids. Oral answers will not be authoritative.

- c. It will be the responsibility of the bidder to contact the Procurement and Contracts Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.
- d. All communication and contact regarding this solicitation shall be directed to the Purchasing Agent referenced on the cover page of this Invitation for Bids:

Silvia Coste, CPP, Senior Purchasing Agent

[silvia.coste@orlando.gov](mailto:silvia.coste@orlando.gov)

City of Orlando

Procurement and Contracts Division

City Hall at One City Commons

400 South Orange Avenue, Fourth Floor

Orlando, Florida 32801

(407) 246-2291

Fax (407) 246-2869

Website: <http://www.cityoforlando.net/procurement/>

### 3. **TERM OF THE CONTRACT:**

The term of the contract resulting from the solicitation, shall be for an initial twelve (12) month period. The contract may, by mutual assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

### 4. **BIDDER'S CERTIFICATION FORM:**

Each bidder shall complete the "Bidder's Certification Form" included with this Invitation for Bids. The form must be acknowledged before a Notary Public with notary seal affixed on the document. The failure of a bidder to include this document with their bid submittal will be cause for rejection of the bid.

### 5. **SUBMITTAL OF BIDS:**

Bids shall be submitted electronically via vendorlink the bid form(s) provided herein. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount provided by a bidder for any item are not in agreement, the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected to conform thereto.

**6. BID INFORMATION:**

It is incumbent on the bidder to check the City of Orlando's website at <https://vendorlink.cityoforlando.net> or contact the Procurement and Contracts Division for current bid and award information, prior to and after the scheduled opening date of a solicitation, in accordance with the instructions provided herein, in section entitled, "Invitation for Bids Award Information".

**7. EXCEPTIONS TO TERMS AND CONDITIONS:**

When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's bid document(s). Inclusion of additional terms and conditions, such as those which may be on your company's standard forms, may result in your bid being declared non-responsive.

**8. SPECIFICATIONS:**

- a. The Specifications shown in the Invitation for Bids are intended to represent items of a quality level known to meet City's requirements. While the City endeavors to promulgate written Specifications that are accurate and nonrestrictive for bidding purposes, they may also reference an item by manufacturer's name and model number. Bidders are cautioned that in the event of a discrepancy therein, such difference must be timely questioned in writing. Any written question must be received by the Procurement and Contracts Division by the time set on this solicitation.
- b. If any proprietary, trade, brand, or manufacturers' name or part number is used herein in describing the required equipment or materials, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude equipment or goods that equals or exceeds the functional capability and quality of the named equipment. The City, in its sole discretion, shall determine whether equipment or goods are equivalent in capability and quality.

Bidders are strongly encouraged to submit equivalent equipment or materials for consideration during the question and answer period. If equivalent equipment or materials is proposed, indicate the manufacturer's name and model number for the equipment and include any literature or other explanation of the equipment's quality or performance with your bid.

- c. The equipment bid herein shall be new and shall be of the current production model. If applicable, detailed equipment specifications for make and model offered shall be provided with bid.
- d. Bidders may be required, at no expense or liability to the City, to make available for test/demonstration, equipment equal in all aspects to the equipment bid, and/or equal equipment that may be seen under operating conditions in the Central Florida area.

**9. SILENCE OF SPECIFICATIONS:**

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as

meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

**10. DISCOUNTS:**

Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

**11. ALTERATIONS/CHANGES TO BID PRICE FORM(S):**

Bidder shall not change or otherwise alter the quantity or unit designations on the Bid Price Form(s). The unit price bid and total extensions must correspond to these designations. Each line item will be extended as indicated (quantity x unit price). The unit price shall prevail.

**12. ADDENDA:**

It is the bidder's responsibility to contact the Procurement and Contracts Division prior to submitting a Bid to ascertain if any Addenda have been issued, to obtain all such Addenda, and return executed Addenda with the Bid. If you have downloaded this Bid from the Internet, please ensure that you also download all such Addenda. The failure of a bidder to submit acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.

**13. "NO BID" RESPONSE FORM:**

In the event you elect not to bid on this requirement, please complete and return the "No Bid" form included in this solicitation.

**14. OPENING OF BIDS:**

Electronic bids will be received in the Procurement and Contracts Division until the due date and time as specified in this Invitation for Bids. Bids will be opened and the total bid amount shall be publicly read aloud immediately following the published due date and time. No responsibility will attach to the City for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.

**15. BIDDER QUALIFICATION:**

Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service. The City reserves the right to request information or conduct an inspection of the bidder's facility and equipment prior to the award of the contract.

Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a contract under the terms and conditions herein stated.



The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

Failure to comply with the established deadline for submittal of required documents may be grounds for disqualification.

**16. INSPECTION OF PUBLIC RECORDS:**

Bidders may request copies of the solicitation records in person or by written request to the City Records and Archive Management Services located at 400 South Orange Avenue, 2<sup>nd</sup> Floor, Orlando, Florida, 32801 or by calling (407) 246- 2148. You may also email your request to [records@orlando.gov](mailto:records@orlando.gov) . Pursuant to Florida State Statute Chapter 119.07, sealed bids are exempt from public inspection until such time as the City provides Notice of Intended Action or until thirty (30) days after bid opening, whichever is earlier.

**17. IRREGULAR BIDS:**

Bids made on other than the documents furnished by the Procurement and Contracts Division may not be considered. Changes in phraseology, additions, or limiting provisions made on the Invitation for Bids may render the bid irregular and may cause rejection. The City's Chief Procurement Officer, however shall have the authority to waive minor irregularities.

**18. UNBALANCED BIDS:**

At determined by the City's Chief Procurement Officer in the CPO's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the Chief Procurement Officer's opinion, the prices are, or appear to be, excessively unbalanced.

**19. WITHDRAWAL OF BIDS:**

After bid opening, no changes in bid prices or other provisions shall be permitted. Bidders may withdraw or correct a bid prior to the stipulated date and time for the opening of bids upon a written request to the City's Chief Procurement Officer.

**20. EVALUATION OF BID AWARD:**

The City reserves the right to award the bid to the responsive and responsible bidder who submits the lowest bid meeting specifications. For purposes of this solicitation, the determination of the responsive and responsible bidder submitting the lowest bid shall be made after the application of all applicable programs and preferences established by the City, including but not limited to the City's MBE/WBE program and VBE preference. In determining whether a bidder is responsible, the City reserves the right to consider matters such as, but not be limited to, quality offered, delivery terms, and service reputation of the bidder.

**21. AWARD OR REJECTION OF BIDS:**

The City's Chief Procurement Officer reserves the right to accept any, all or part of any bids, to waive minor irregularities, or to reject any, all or part of any bids, and to advertise for new bids, as the interest of the City may require. The City's Chief Procurement Officer also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract. In determining responsibility, the following other qualifications, in addition to price, may be considered by the City's Chief Procurement Officer:

- a. The ability, capacity and skill of the bidder to perform the service required.
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies, or services, to the particular use required.
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- i. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.
- j. Such other information as may be relevant or secured.

**22. SELECTION/REJECTION OF OPTIONS:**

The City of Orlando reserves the right to select/reject options which are bid, based on price and other considerations as deemed to be in the best interests of the City.

**23. MULTIPLE AWARDS:**

The City reserves the right in its sole discretion after evaluation of all responsive bids, to award the work described herein to more than one responsive and responsible bidder. In such cases where an award is made to more than one responsive and responsible bidder, the City shall apportion the work among the various primary, secondary and alternate providers in such manner and at such time as it deems appropriate under the circumstances in its sole discretion and no minimum amount or proportion of work is guaranteed to any single provider or class of providers irrespective of such provider's designation as primary, secondary or alternate.

**24. CONTINGENT FEES:**

The bidder warrants that no City official or employee was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

**25. IRREVOCABLE OFFER:**

The submission of a bid shall constitute an irrevocable offer to the City by the bidder for a period of ninety (90) days from the date of bid opening to provide the goods and services set forth in this solicitation upon the terms, conditions, and provisions of this solicitation, at the pricing set forth in the bid.

**26. PRICING AND ORDERING:**

The City will issue purchase orders directly to the awarded bidder for the purchase of supplies and materials. The awarded bidder shall honor these orders in accordance with the terms and conditions of the solicitation and their pricing and discounts terms as listed in their bid submittal. Unless otherwise specified, the awarded bidder shall stock sufficient quantities of supplies to meet the requirements of the City on an "as-needed" basis within seventy-two (72) hours after being notified of such requirements by the City.

**27. RETURN OF MERCHANDISE:**

All items delivered must meet the Specifications herein. Items delivered not as specified will be returned at no expense by the City of Orlando. The City may return, for full credit, any unused items received which fail to meet the city's performance standards. Replacement items meeting Specifications must be submitted within a reasonable time after rejection of the non-conforming items. The supplier is to accept for full credit, any merchandise returned by the City within ninety (90) days from the delivery or pick up date. All merchandise to be acceptable for full credit is to be returned in a condition to allow for resale by the vendor and include reference to an applicable Vendor Invoice or Packing List. Full credit is to include all costs paid by the City related to the subject merchandise as determined by the appropriate Vendor Invoice or Packing List.

**28. CONTRACT SALES REPORT**

The Contractor shall report sales and usage data to the City on an annual basis in Excel spreadsheet format. The following data at a minimum must be reported for each item included on the Price Form that is procured during the reporting period:

- Contract name and number
- Contractor name
- Reporting period
- Department/Division/Location name
- Order date
- Item description
- Manufacturer name
- Manufacturer part number
- Unit of measure
- Quantity
- Contractor's list price

- Unit price
- Extended price
- Total purchase amount for the quarter

Submission of Contract Sales Reports is the responsibility of the Contractor, without prompting or notification by the City. The Contractor will submit by email the completed Contract Sales Reports to the Purchasing Agent identified in the Contract. The City shall work with the Contractor to develop the approved electronic format and content of the Contract Sales Reports to be used by the Contractor.

Failure to provide Contract Sales Reports, including no sales status, may be grounds for default and /or cancellation of the Contract.

**29. FAMILIARITY WITH SITE WORK AND CONDITIONS:**

The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the bidder's. Submission of a bid shall constitute acknowledgment by the bidder that it is familiar with all such conditions. The failure or neglect of a bidder to familiarize itself with the site of the proposed work, shall in no way relieve it from any obligations with respect to its bid.

**30. RIGHT TO AUDIT RECORDS:**

The City shall be entitled to audit the books and records of a Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

**31. ASSIGNMENT:**

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the contract or under any purchase order issued pursuant to the contract, without the prior written consent of the City. The Contractor shall give full attention to the contract, to the faithful execution of the contract, and shall keep the same under its control.

**32. FISCAL YEAR FUNDING APPROPRIATION:**

a. Specified Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City provided funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

b. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

33. APPLICABLE LAW AND APPEALS:

This solicitation is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: [https://www.municode.com/library/fl/orlando/codes/code\\_of\\_ordinances?nodeId=TITIICICO\\_CH\\_7PRCO](https://www.municode.com/library/fl/orlando/codes/code_of_ordinances?nodeId=TITIICICO_CH_7PRCO) or by contacting the Procurement and Contracts Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

34. WARRANTY:

Bidder warrants that all equipment, materials and workmanship, whether furnished by bidder or its subcontractor(s), will comply with the City's specifications, drawings and other requirements. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation to Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

35. CONTRACT AND ACCEPTANCE FORM:

In order to expedite the contracting process after bid opening and preclude delays occasioned by subsequent contract execution, bidders are requested to sign the Contract and Acceptance Form included with this solicitation and return the form with their bid. In the event that a successful bidder fails to properly execute the Contract and Acceptance Form or return said form (or, if necessary, a letter of authorization) with their bid, the City shall notify the bidder of the City's intent to make an award and the bidder shall submit such form properly executed (together with a letter of authorization, if necessary, as set forth below) within fifteen (15) calendar days of receipt of notice from the City. Unless such time is extended by the City, the failure of a bidder to submit a properly executed form (and, where necessary, a letter of authorization) within said time period shall be cause for cancellation of the intended award by the City in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible bidder or the City's Chief Procurement Officer may decline to make an award. Successful bidders who default in properly executing the Contract and Acceptance Form after notification of the City's intent to make an award shall forfeit any bid security to the City and are subject to suspension and/or debarment by the City. Unless otherwise agreed by the City in its sole discretion, the Contract and Acceptance form shall be executed and notarized as follows:

- a. If the bidder is a corporation, the Contract and Acceptance Form shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).
- b. If bidder is a Partnership, the Contract and Acceptance Form shall be signed by a general or managing partner.
- c. If the bidder is a limited liability company, the Contract and Acceptance Form shall be signed by a Manager or Managing Member having authority to bind the company.
- d. If bidder is a sole proprietorship, the owner shall sign the Contract and Acceptance Form.

If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the bidder's stationery stating that the person who signed the form is duly authorized to enter into such contract on behalf of the bidder. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the City. If you have any questions regarding the execution of the Contract and Acceptance Form, please contact the Procurement and Contracts Division at (407) 246-2291 for further clarification.

If a bid is accepted by the City of Orlando, the Contract and Acceptance Form will be executed by the City with respect to the items awarded and returned to the bidder evidencing the City's acceptance of the bid. No award shall be final, and no bidder shall have any entitlement to a contract or award, until such time as the City has executed the Contract and Acceptance Form. Upon execution by both parties, the Contract and Acceptance Form will constitute the formal written contract between the City of Orlando and the bidder. Any such resulting contract shall be non-exclusive, and the City may procure the goods and services listed in said contract from other sources. Within one (1) week of receipt of the fully executed Contract and Acceptance Form, an awarded bidder shall provide to the City with any required bonds, indemnities, and insurance certificate(s).

### **36. ACCEPTANCE OF MATERIALS/SERVICES:**

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using Department of its satisfaction that the Work is completed, in accordance with solicitation specifications. The Work under this Agreement shall remain the property of the Contractor until the City accepts such work. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the City reserves the right to cancel the Agreement upon written notice to the Contractor.

### **37. CONTRACT ALTERATIONS:**

No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City's Chief Procurement Officer or the CPO's designee.

### **38. INDEMNIFICATION:**

The awarded bidder agrees to indemnify and hold harmless the City, its elected officials, officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including

attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with the contract.

**39. INSURANCE:**

- a. General Insurance Requirements. Within seven (7) days of receipt of a notification of intended award from the City, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the awarded bidder has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the contract term. Should a Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate the contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.
- b. Subcontractors. Unless expressly specified otherwise in this solicitation, a Contractor and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of a Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.
- c. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and his subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than 30 days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than 10 days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the Procurement and Contracts Division at the address set forth for delivery of the bid.
- d. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation and Employers' Liability shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its

subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

- e. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.
- f. Types of Coverage to be Provided. The awarded Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.

(i) Workers' Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

|                       |                           |
|-----------------------|---------------------------|
| Workers' compensation | Statutory                 |
| Employer's Liability  | \$100,000 each occurrence |

(ii) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

|                   |                             |
|-------------------|-----------------------------|
| Bodily injury and | \$1,000,000 combined single |
| Property damage   | limit each occurrence       |

(iii) Commercial General Liability. This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under its contract with the City, and "completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:



Bodily injury and  
Property damage

\$1,000,000 combined single  
limit each occurrence

**40. LICENSES:**

Unless otherwise extended by the City, the awarded bidder will be required within fifteen (15) calendar days of award date, to provide any and all local, state, and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the contract.

**41. AUTHORITY:**

The City's Chief Procurement Officer or the CPO's written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

**42. PUBLIC ENTITY CRIMES:**

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid with a public entity for the construction or repair of a public building or a public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

**43. PROMPT PAYMENT ACT:**

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

**1. Proper Invoice**

For purposes of billing submission and payment procedures, a "proper invoice" by a Contractor, vendor or other invoicing party shall consist of at least all of the following:

- a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- b. the amount due, applicable discount(s), and the terms thereof;
- c. the full name of the vendor, Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- d. the Purchase Order or contract number as supplied by the City; and
- e. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Business and Financial Services Department, City of Orlando, 400 South Orange Avenue, P.O. Box 4990, Orlando, Florida, 32802-4990.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, Contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

2. Dispute Resolution

In the event a dispute occurs between a Contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the City's Chief Procurement Officer shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

44. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:**

At the option of the awarded vendor, the submission of any bid in response to this Invitation for Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

45. **EQUIPMENT:**

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

46. **TERMINATION FOR CONVENIENCE:**

The City's Chief Procurement Officer may terminate any contract resulting from this solicitation for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all work properly performed or materials provided prior to the effective date of termination and for all portions of materials, supplies,

services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination.

**47. DRUG-FREE WORKPLACE CERTIFICATION:**

By submitting a bid in response to this Invitation for Bids, you are certifying that your company is a drug-free workplace in accordance with Florida Statute §287.087.

**48. AMERICANS WITH DISABILITIES ACT:**

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801 telephone (407) 246-2291, not later than seven (7) days prior to the date on which the accommodation is requested.

**49. PURCHASING CARD PROGRAM:**

The City of Orlando uses the VISA Purchasing Card Program to streamline our procurement process. In order to expedite payments to suppliers, The Bank of America VISA Purchasing Card and ePayable solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing and payment system. As one of the City of Orlando's valued suppliers, your business may also achieve cost savings results by accepting the ePayables solution. Identified supplier benefits of this Program may include:

- Reduction of payment time
- Direct electronic deposit to your primary banking account
- Increase in working capital
- Elimination of invoicing
- Reduced collection efforts
- Enhanced corporate relationships
- Reduced billing costs
- Enhanced reporting
- Increased sales as a "Preferred Supplier"

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards, therefore, The City encourages all vendors to accept the VISA ePayable solution.

**50. RECIPROCAL LOCAL PREFERENCE:**

In the event the lowest responsive and responsible response to any Invitation for Bids or Request for Proposal is by a vendor whose principal place of business is in a city, county, or state which grants a preference for the procurement of such goods or services to a vendor whose principal place of business is in such area, then the City may award a preference to the (next) most responsive and responsible vendor having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties). Such preference shall be equal to the preference granted by the area in which the lowest responsive and responsible vendor has its principal place of business.

**51. EMERGENCY SUPPORT:**

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City of Orlando shall be provided goods and services on a first priority basis. It is vital and imperative that the citizens of the City are protected from any emergency situation which threatens public health and safety, as determined by the City. Contractor agrees to provide, rent, sell, or lease all goods and services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services acquired before, during and after a disaster, emergency or hurricane. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

**52. SUBCONTRACTORS:**

The Contractor shall perform all of its obligations and functions under the contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to insure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

**53. BID PRICES:**

Unless otherwise specified, Bid Prices must include all costs (labor, overhead, materials) and profit to perform the work specified in this Invitation for Bids. Bid prices shall remain firm for the entire contract period unless otherwise specified or changed by an Amendment. At each renewal period, price increases or decreases may be considered, provided they are reasonable and acceptable to the City. Any Amendment must be in writing and signed by both parties.

**54. GOVERNING LAW / VENUE:**

Any contract entered into as a result of this solicitation shall be deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, [RECORDS@CITYOFORLANDO.NET](mailto:RECORDS@CITYOFORLANDO.NET), TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

**55. RECYCLED CONTENT:**

In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal,

etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content. The City is requesting that bidders provide detailed information regarding any known or potential recycled material content in the product that may be extracted and recycled after the product has served its intended purpose, on the Bidder's Questionnaire as provided in this solicitation.

**56. LIVING WAGE POLICY:**

As set forth in City Policy and Procedure 161.3 (for a copy, contact Procurement at 407.246.2291). Covered Service Contractors, as well as their subcontractors (first tier only), shall pay to all of their employees providing Covered Services pursuant to a contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project). "Living wage" means compensation for employment of not less than \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision or the service Contractor shall allow the City to audit (at service Contractor's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future City contracts at the sole option of the City. This provision shall apply to all bid and Proposal awards for Covered Services, which involve City expenditures that exceed \$100,000.00 per year. More particularly, this provision shall apply to single and multiple award agreements for Covered Services regardless of the initial value of the award whenever City expenditures exceed \$100,000.00 in any one contract year. As for multiple award contracts (contract award which will be divided among several Contractors), at the point when the City has expended \$100,000.00 on that contract in any one-contract year, regardless of whether such expenditure was to one Contractor or several Contractors, then the living wage provision shall apply to all Contractors who are a party to that award. For those contracts whose initial value was less than \$100,000.00 but exceeded \$100,000.00 prior to the end of the contract term, this provision will be applicable to that contract in the next quarter. To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy. A hard copy of the City's Living Wage Policy is also available at the Procurement and Contracts Division.

**57. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:**

In accordance with Section 287.135(2) of the Florida Statutes, "[a] company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company:
  - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or

2. Is engaged in business operations in Cuba or Syria.”

Section 215.473 of the Florida Statutes defines a company to include “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.”

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

Accordingly, firms responding to this solicitation shall execute and return with their response an executed copy of Attachment “D”, Certification Regarding Prohibition Against Contracting With Scrutinized Companies. A contract shall not be awarded to a Respondent who does not submit the certification form at the time of submittal or within seven (7) days of the date the City requests the certification form be submitted, if a Respondent fails to return the form with its response.

## **58. ORDER OF PRECEDENCE:**

This solicitation shall be included and incorporated in the purchase order or contract resulting from this solicitation. The purchase order or contract, including any exhibits attached thereto, contains all the terms and conditions agreed upon by the parties. No other contract, oral or otherwise, regarding the subject matter of the contract, shall be deemed to exist or to bind either party hereto. Unless otherwise expressly provided in the purchase order or contract, in the event of any conflict between the terms of the contract or purchase order, the City's solicitation, and the vendor's response, the order of precedence shall be the contract or purchase order, followed by the solicitation, and then the response to the solicitation.

**59. PATENTS AND COPYRIGHTS:**

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under the contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

**60. TERMINATION FOR DEFAULT:**

The performance of Work under the contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of the contract. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the contract, or if the Contractor fails to perform any other provisions of the contract. Notwithstanding the preceding, nothing herein shall be deemed to preclude the Chief Procurement Officer in the CPO's sole discretion on a case by case basis from providing the Contractor with written notice and a reasonable opportunity to cure the default prior to termination.

Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Chief Procurement Officer or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the Chief Procurement Officer, shall constitute authority for the Chief Procurement Officer to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, or not completed. On all such purchases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the Chief Procurement Officer, for any expense incurred in excess of the contract prices.

Such purchases shall be deducted from contract quantities or work. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Chief Procurement Officer. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Chief Procurement Officer that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor. Nothing herein shall be deemed to preclude the City's exercise of any other rights or the City's pursuit of any other remedies that it may have herein or under law or in equity, including but not limited to any right of the City to terminate the contract for convenience.

**61. TIME OF COMPLETION:**

The parties understand and agree that time is of the essence in the performance of the contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances

not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at the CPO's discretion, cancel the contract for the convenience of the City. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

**62. CORRECTION OF WORK:**

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to the contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

**63. INFORMATION:**

All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to the contract, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents as necessary to perform the Work.

**64. SAFETY MEASURES:**

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workmen and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

**65. EXTRA WORK:**

The City, without invalidating the contract, may order changes in the Work within the general scope of the contract consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written amendment to the contract, and shall be executed under the applicable conditions of the contract. If the Contractor plans to make a claim for an increase in the contract price or an extension in the contract schedule/term, it shall first give the City written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the City, and a written approval secured from the using Department and the City's Chief Procurement Officer, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed. No claim for extra work will be considered valid by the City unless first submitted in writing.

**66. FAMILIARITY WITH THE WORK:**

The Contractor acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any



alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of the contract by the Contractor serves as his stated commitment to fulfill all the conditions referred to in the contract.

**67. TITLE AND RISK OF LOSS:**

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

**68. TRADE NAMES:**

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the bidder. The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each bidder clearly states in his bid or proposal exactly what he proposes to furnish and forwards with his bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by his bid. The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, the successful contractor after award and before manufacturer or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

**69. FEDERAL, STATE, AND LOCAL RULES / APPROVALS:**

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

**70. EMPLOYMENT ELIGIBILITY; E-VERIFY SYSTEM**

Pursuant to Section 448.095 of the Florida Statutes, prior to Contract execution and at all times during the term of the Contract, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract and, if longer, for any additional audit period provided to the City in the Contract. Pursuant to Section 448.095(2)(c) of the Florida Statutes, the City, Contractor, or a subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, the City shall

promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Pursuant to Florida Statute, a contract terminated pursuant to subparagraph 1. or subparagraph 2. of Section 448.095(2)(c) of the Florida Statutes is not a breach of contract and may not be considered as such, and the City shall have no liability to Contractor, a subcontractor, or any entity or person arising from or related to such a termination. If the Contract with Contractor is terminated by the City pursuant to Section 448.095(2)(c), the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated and Contractor shall be liable to the City for any additional costs incurred as a result of the termination of the Contract.

**71. CLEAN WORK AREA:**

The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an approved disposal location.

**72. MISCELLANEOUS PROVISIONS:**

By submitting a bid, the bidder shall be deemed to have certified that the contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the work covered by the contract and is in all respects fair and without collusion or fraud. Bidder further warrants and certifies that they are authorized to enter into the contract and to execute same on behalf of the Contractor as the act of the said Contractor.

The contract, including any Exhibits thereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind either party thereto. If any section, sentence, clause, phrase, provision, or other portion of the contract is, for any reason, held invalid or unconstitutional by a court or other body 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 portions of the contract. The contract is solely for the benefit of the parties to the contract and no causes of action shall accrue upon or by reason thereof to or for the benefit of any third parties.

The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

**73. NONDISCRIMINATION POLICY:**

The following provisions shall be included in all City (and Community Redevelopment Agency and Downtown Development Board) bids, RFP's, and other solicitations for goods and services, and incorporated into all contracts resulting from such solicitations:

Contractor shall:

1. Implement an employment nondiscrimination policy prohibiting discrimination in the performance of the contract in the hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability,

age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

2. Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
3. Incorporate the foregoing requirements in all subcontracts related to its contract with the City.

#### 74. **AFFILIATED AGENCIES**

This solicitation is issued by the City of Orlando on behalf of itself and its affiliated agencies, including but not limited to the Community Redevelopment Agency of the City of Orlando ("CRA"), the Downtown Development Board ("DDB"), and the Downtown South Neighborhood Improvement District ("DSNID") (each an "Affiliated Agency"). Upon the written agreement of the Contractor and an Affiliated Agency (or upon the issuance of a Purchase Order by an Affiliated Entity in circumstances where the City places orders by Purchase Order), Contractor shall provide such goods and/or services set forth in this solicitation to an Affiliated Agency upon the same pricing, terms, and conditions set forth in the Contract between the City and Contractor, unless otherwise

agreed in writing by the Contractor and the Affiliated Agency. Except as may otherwise be expressly provided in the agreement or Purchase Order authorizing the acquisition of the goods or services, (i) the procuring Affiliated Agency shall be solely responsible for all obligations and duties, and shall have all rights of the City, with respect to the goods or services procured by the Affiliated Agency; and (ii) Contractor shall look solely to the procuring Affiliated Agency for payment and the performance of any and all other obligations for goods or services contracted for by a procuring Affiliated Agency. With respect to work performed for an Affiliated Agency, actions may be taken on behalf an Affiliated Agency by the Chief Procurement Officer of the City of Orlando, or his designee(s).

#### 75. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:**

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with 218.735 (6) et seq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.



## FORMS AND SUBMITTAL DOCUMENTS



### BID PRICE FORM

Bidder's Name: American Grinding Company, LLC d/b/a American Sidewalk Management

You are invited to Bid on the following: **IFB23-0119, Sidewalk Inspection, Grinding, Removal & Repairs**

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.

| BID PRICE FORM |                    |      |                                      |            |               |
|----------------|--------------------|------|--------------------------------------|------------|---------------|
| Item No.       | Estimated Quantity | Unit | Description                          | Unit Price | Total         |
| 1.             | 40,000             | LF   | 0.25"-2.00"<br>Trip Hazard           | \$ 8.95    | \$ 358,000.00 |
| 2.             | 1,000              | LF   | >2" Trip<br>Hazard                   | \$ 8.95    | \$ 8,950.00   |
| 3.             | 10,000             | SF   | Removal &<br>Replacement<br>Sidewalk | \$ 25.00   | \$ 250,000.00 |

**TOTAL BASED BID:** \$ 616,950.00

**BIDDER INITIALS:** JPV

1. FOB Point Destination

2. Discount Payment Terms (if any): 0 %, if paid within 30 days after receipt of invoice.

3. Is your company willing to accept the VISA ePayable solution for payment of all invoices?

☒ Yes ☐ No

4. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award?

☒ Yes ☐ No

Recheck your quotations prior to submission. Bids may not be changed after being opened.

# ATTACHMENT #1

SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS

IFB23-0119

## BIDDER'S CERTIFICATION FORM:

I have carefully examined the Invitation for Bids, Instructions to bidders, General, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids.

I hereby propose to furnish the goods or services specified in the Invitation for Bids at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

American Grinding Company, LLC  
d/b/a American Sidewalk Management

NAME OF BUSINESS

BY:

SIGNATURE

Joel Van Veen / President

NAME & TITLE, TYPED OR PRINTED

1425 Coit Ave NE, Suite #200

MAILING ADDRESS

Grand Rapids, MI 49505

CITY, STATE, ZIP CODE

(888) 556-7344

TELEPHONE NUMBER

( 888 ) 556-7344

FAX NUMBER

joel@sidewalkmgmt.com

E-MAIL ADDRESS

State of

County of

Sworn to (or affirmed) and subscribed before me  
this 15<sup>th</sup> day of February, 2023, by

JOEL

JOSEFINE HOETZEL

JOSEFINE HOETZEL

Signature of Notary

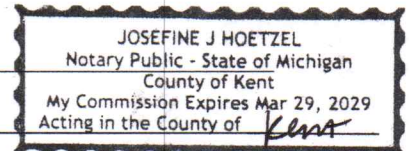
Notary Public, State of

Personally Known

-OR-

Produced Identification

Type:



Company Tax ID # 45-5068772

(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)

**CONFLICT OF INTEREST DISCLOSURE FORM**

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their Bid the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the City of Orlando. Furthermore, all Respondents must disclose the name of any City employee or officer (or their spouse or child) who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries.

By submission of this Bid, the undersigned certifies, under penalty of perjury, that to the best of their knowledge and belief, except as disclosed pursuant to the instructions above, that no officer or employee of the City (or their spouse or child), directly or indirectly, owns an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries; nor does the Respondent know of any City officer or employee having any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract to this Respondent.

Comments:

Not applicable as there are no conflicts of interest.

Acknowledged by:

Joel Van Veen

Firm Name:

American Grinding Company, LLC d/b/a American Sidewalk Management

Signature of Authorized Representative:



Name and Title (Print or Type):

Joel Van Veen / President

Date:

February 15, 2023

**CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH  
SCRUTINIZED COMPANIES**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Joel Van Veen / American Grinding Company, LLC d/b/a

Name of Respondent: American Sidewalk Management

By:   
(Authorized Signature)

Title: President

Date: February 15, 2023



# ATTACHMENT #1

SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS

IFB23-0119

## CONTRACT AND ACCEPTANCE FORM FOR SOLICITATION NO. IFB23-0119, SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

[Signature]  
SIGNATURE

Joel Van Veen / President  
NAME & TITLE, TYPED OR PRINTED

American Grinding Company, LLC  
d/b/a American Sidewalk Management  
NAME OF BUSINESS

1425 Coit Ave NE, Suite #200  
MAILING ADDRESS

Grand Rapids, MI 49505  
CITY, STATE, ZIP CODE

PHONE: ( 888 ) 556-7344

FAX: ( 888 ) 556-7344

E-MAIL: joel@sidewalkmgmt.com

State of Michigan  
County of Kent

Sworn to (or affirmed) and subscribed before me  
this 15 day of February, 2023 by  
Josephine Hoetzel

[Signature]  
Signature of Notary

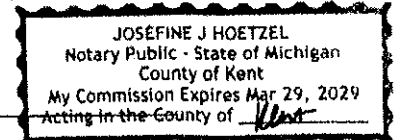
Notary Public, State of Michigan

Personally Known (circle if applicable)

-OR-

Produced Identification:

Type of Identification:



### FOR USE BY THE CITY OF ORLANDO ONLY

This contract is awarded to the party listed above as a: Primary Supplier: ☒ Secondary Supplier: ☐

This contract is for: All Item Numbers: ☒ or Item Numbers: ☐

INITIAL CONTRACT TERM: 7-31-2023 to 7-30-2024

### ACCEPTANCE:

CITY OF ORLANDO, FLORIDA

By: [Signature]  
Chief Procurement Officer

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: April 27, 2023

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the  
City of Orlando, Florida, only.

[Signature]  
Assistant City Attorney  
ORLANDO, FLORIDA

Date: April 26, 2023

Procurement and Contracts Division

Page: 52

**BIDDER'S QUESTIONNAIRE:**

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

**1. COMPANY NAME:** American Grinding Company, LLC d/b/a American Sidewalk Management  
 Address of Principal Place of Business: 1425 Coit Ave NE Suite #200  
 City/State/Zip: Grand Rapids, MI 49505  
 Phone: (888) 556-7344 Fax: (888) 556-7344  
 Name of primary Contact : Joel Van Veen Email: joel@sidewalkmgmt.com

**2. TYPE OF ORGANIZATION:**

       Sole Proprietorship             Partnership             Non-Profit  
       Joint Venture             Corporation        X   Other: LLC

State of Formation: FL Federal ID # 45-5068772 DUNS # 04-848-1239  
 (The City only requires a Federal Tax ID Number, not a Social Security number.)

**3. EMERGENCY CONTACT PERSON:** Paul Slotsema / Director of Operations  
 Phone: (888) 556-7344 Fax: (888) 556-7344 Cell: (888) 556-7344

**4. INSURANCE COMPANY NAME:** Coldbrook Insurance  
 Agent Contact: Craig Renke Phone: (616) 301-6757

**5. EXPERIENCE:**

A. Years in business: 11 years  
 B. Years in business under this name: 11 years - d/b/a added in 2021  
 C. Years performing this type of work: 11 years

**6. SUBCONTRACTORS - for informational purposes only:** If bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

| Name                                                                            | Type of Work | M/WBE<br>City Certified? (Y or N)<br>(Y or N) | VBE Certified? |
|---------------------------------------------------------------------------------|--------------|-----------------------------------------------|----------------|
| N/A - No subcontractors will be required to complete work detailed in this bid. |              |                                               |                |
| _____                                                                           | _____        | _____                                         | _____          |
| _____                                                                           | _____        | _____                                         | _____          |

**7. LOCAL SERVICE FACILITY, IF APPLICABLE:**A. Name of local service center: Not applicable.

B. Address of local service center: \_\_\_\_\_

C. County local service center is located in: \_\_\_\_\_

D. Contact: \_\_\_\_\_ Telephone number: \_\_\_\_\_

**8. RECYCLED CONTENT:**A. Percentage of recycled material contained in the product: 100 %\*B. Is your product packaged/shipped in material containing recycled content? Yes X No \_\_\_\_\_C. Is your product recyclable after it has reached its intended end use? Yes X No \_\_\_\_\_

\* Note that this references the fact that all concrete waste removed as a part of the grinding and R&amp;R process is recycled.

**9. REFERENCES:**

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references that shows vendor has 3-years experience in Grinding.

**Reference #1:**Name: City of Tampa, FloridaAddress: 3804 E 26th Ave, Tampa, FL 33605Telephone No.: (813) 274-8901 Fax No.: \_\_\_\_\_Contact: Keith GormanE-mail: keith.gorman@tampagov.net**Reference #2:**Name: City of St Cloud, FloridaAddress: 1300 9th St, St Cloud, FL 34769Telephone No.: (407) 957-7347 Fax No.: \_\_\_\_\_Contact: Scott AdamsE-mail: sladams@stcloud.org**Reference #3:**Name: City of Lakeland, FloridaAddress: 407 Fairway Ave, Lakeland, FL 33801Telephone No.: (863) 834-6000 Fax No.: \_\_\_\_\_Contact: Michael SlatonE-mail: michael.slaton@lakelandgov.net**Reference #4:**Name: City of Orlando, FloridaAddress: 1030 Woods Ave, Orlando, FL 32805Telephone No.: (407) 246-2370 Fax No.: (407) 246-3613Contact: Howard ElkinE-mail: howard.elkin@cityoforlando.net

**WRITTEN QUESTION(S) FORM:**

Any questions relative to interpretation of specifications or the solicitation process must be addressed to the City in writing. For uniformity, the City requests that you use the following format. No verbal inquiries will be accepted. Written questions must be received at least ten (10) days prior to the solicitation due date. Written questions received within ten (10) days of the solicitation due date will not be responded to. Please submit all questions to the Purchasing Agent as identified in this Invitation for Bids. This form is provided for your convenience, however, emails to the Purchasing Agent are acceptable.

Only written answers and clarifications in the form of a written Addendum to the solicitation will be binding. Oral answers will not be authoritative.

**SOLICITATION NUMBER:** IFB23-0119

**DATE SUBMITTED:** 2/9/23

**SOLICITATION TITLE:** SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS.

**COMPANY NAME:** American Grinding Company, LLC d/b/a American Sidewalk Management

**ADDRESS:** 1425 Coit Ave NE, Suite #200

**CITY:** Grand Rapids **STATE:** MI **ZIP:** 49505

**CONTACT NAME:** Joel Van Veen **PHONE:** (888) 556-7344

1.

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2.

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3.

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4.

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5.

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**ADDENDUM ACKNOWLEDGMENT FORM:**

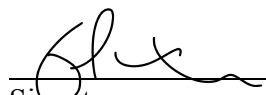
The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

|                       |                      |
|-----------------------|----------------------|
| Addendum No. <u>1</u> | Dated <u>1/31/23</u> |
| Addendum No. <u>2</u> | Dated <u>2/23/23</u> |
| Addendum No. _____    | Dated _____          |
| Addendum No. _____    | Dated _____          |
| Addendum No. _____    | Dated _____          |

---

Failure to submit acknowledgment of any Addendum that affects the Bid prices is considered a major irregularity and will be cause for rejection of the bid.

American Grinding Company, LLC d/b/a American Sidewalk Management  
Company

  
\_\_\_\_\_  
Signature

President  
\_\_\_\_\_  
Title

**"NO BID" RESPONSE  
TO  
INVITATION FOR BIDS**

Procurement and Contracts Division  
400 South Orange Avenue, Fourth Floor  
Orlando, Florida 32801

If your firm is unable to submit a bid at this time, would you please provide the information requested in the space provided below and return to:

City of Orlando  
Procurement and Contracts Division  
400 South Orange Avenue, Fourth Floor  
Orlando, Florida 32801

We have received Invitation for Bids No. **IFB23-0119, Sidewalk Inspection, Grinding, Removal & Repairs-** opening at **2:00 p.m., Local Time, City of Orlando, FL, on, March 2 2023.**

Reason for not bidding:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title, Typed or Printed

\_\_\_\_\_  
Company Name

**IFB23-0119**

## **ATTACHMENT “A”**



## **SUPPLEMENTARY CONDITIONS**



# **SUPPLEMENTARY CONDITIONS**

## **1. CITY OF ORLANDO CONSTRUCTION CONTRACT BID SPECIFICATIONS MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION**

### **Notice of Minority Business Enterprise Requirement**

Each Contractor must comply with the requirements, terms and conditions of Chapter 57, Article II and III, of the Code of the City of Orlando, Minority and Women-Owned Business enterprises (MBE/WBE), including the goals for minority and women-owned business participation and the goals for minority and female employment during the performance of this contract. The Contractor commits itself to the goals for minority and women-owned business participation and the goals for minority and female employment contained herein and all other requirements, terms and conditions of these bid conditions and Chapter 57 by submitting a properly signed bid and by executing an affidavit indicating both present and continued compliance with all minority and female requirements for this Contract. This notice is to assist you, however, there may be areas of concern to you which are not covered or which are only partially detailed herein. You, therefore, are encouraged to review Chapter 57 Articles II and III in their entirety.

The Contractor will appoint a company executive to assume responsibility for the implementation of such requirements, terms and conditions; and will provide the name and contact information for the said executive to the Compliance Official.

All Contractors are advised that the CITY specifically reserves the right that if during any fiscal year, bids are being sought by the CITY for a contract to provide supplies, services or construction and that the CITY has not achieved the goals established in accordance with the City Code, the contract may be awarded to the lowest responsible and responsive bidding minority or women-owned business enterprise, as applicable, meeting contract specifications unless it appears that the minority or women-owned business enterprise's bid is unreasonably priced, or if in the judgment of the CITY, the minority or women-owned business enterprise's bid is neither in the best interest of the CITY nor the lowest and best bid. For the purpose of this subsection, an "unreasonable price" is a price above competitive levels which cannot be attributed to the minority or women-owned business enterprise's attempt to cover costs inflated by the present effect of disadvantage or discrimination.

### **Part I: Goals for Minority Business Enterprise Program**

A. It is the policy of the City of Orlando that Minority and Women-Owned Businesses shall have the maximum feasible opportunity to participate in the performance of CITY contracts.

B. The Contractor agrees to use its best efforts to carry out this Minority Business Enterprise Policy through award of subcontracts to Minority and Women-Owned Business Enterprises to the fullest extent consistent with the efficient performance of this Contract. As used in this contract, the term "minority business" is defined as a business firm which is at least 51% owned and controlled by minority group members and which has been officially certified by the CITY as an MBE. The minority ownership must exercise actual day-to-day management and independent control. For the purpose of this definition, minority group members are Black, Hispanic, American Indians, Alaskan Natives, Asian, and Pacific Islanders. As used in this Contract, the term "women-owned business" means a business firm which is at least 51% owned and controlled by women and which has been officially certified by the CITY as a WBE. The women ownership must exercise actual day-to-day management and independent control.

C. Only those companies which are certified, or companies which are certified by programs which have been granted reciprocity by the CITY, may be utilized to meet the goals established by Chapter 57. The Minority Business Enterprise Division Office can supply the Contractor with a list which names all those companies certified by the City. Should a Contractor wish to use a company granted certification through the City's reciprocity program, the Contractor should verify the status of that company with the Compliance Official prior to bid opening. Companies

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qualified through the use of reciprocity may only be used when they have been previously approved by the Compliance Official and only if the Contractor has been unable to find a certified company to perform the subcontracted portion of the Contract using the criteria and requirements listed in the Good Faith requirements.

D. The Contractor agrees that at least 18% of the total dollar value of the contract on which the Contractor is bidding shall be subcontracted to Minority Business Enterprises; at least 6% of the total dollar value of the Contract on which the Contractor is bidding shall be subcontracted to Women-Owned Business Enterprises, unless these goals have been adjusted downward by the Compliance Official pursuant to Section 57.16. Such adjustments, if applicable, will be documented to you in the form of an addendum, otherwise the goals are as herein stated.

At least 18% of the Contractor's work force shall be minorities; and at least 6% of the Contractor's work force shall be female or, if such levels are not achieved, the Contractor agrees to provide firm evidence of a good faith effort to meet the percentages, as more fully set forth in Part III below.

E. For the purpose of this program, the term "subcontract" includes all construction, modification, equipment rental, materialmen, and service work, contracted for by the Contractor in the execution of the work under this Contract. Notwithstanding the fact that a Contractor may have the capability to complete the total project with its own work force and without the use of Subcontractors, each Contractor will still be required to take positive efforts to subcontract to minority and women-owned firms a share of the work consistent with the goals or obtain a waiver of such requirement from the CITY Compliance Official.

F. The Contractor should only use those minority or women-owned companies listed by or confirmed in writing through the Minority Business Enterprise Division in order to receive full credit.

G. The successful Contractor shall maintain records showing (a) awards to minority and women-owned businesses; (b) specific efforts to identify and award subcontracts to minority and women-owned businesses, (c) minority and female employment, (d) specific efforts to identify and employ qualified minorities and females, and (e) awards to non-minority and non-women owned businesses.

H. Monthly MBE and WBE utilization status reports shall be submitted to the MBE Division on the CITY's designated B2G Now electronic payment reporting system. The CONTRACTOR will also need to submit the B2G Now Monthly Audit Summary Report and any other affidavits and related documents required to establish compliance with the Minority and Women Business Enterprise program goals for the project with the **CONTRACTOR's Application for Payment**.

I. The MBE Division shall have the right to review and audit records, receipts and documents maintained by the Contractor, upon reasonable notice.

## Part II.

### **Specific Good Faith Efforts for Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") Subcontractor Participation**

The Contractor will be deemed in compliance with the City of Orlando Minority and Women-Owned Business Enterprise Chapter 57 Ordinance if it meets or exceeds the goals stated in Part I in its subcontracts, agreements and employment levels.

Contractors who fail to achieve their commitments to the goals for minority and women-owned subcontracting participation should demonstrate their good faith efforts by documentation which includes, but is not limited to, the following:

(1) Whether the Contractor, in the case of subcontract goals, at least ten (10) business days prior to the bid opening, provided written notice by electronic mail ("email"), facsimile, certified mail (return receipt request), or hand delivery, to all certified MBE's and WBE's which perform the type of work which the Contractor intends to subcontract, advising the MBE's and WBE's:

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- (a) of specific work the Contractor intends to subcontract;
- (b) that their interest in the Contract is being solicited; and
- (c) how to obtain information about review and inspect the Contract plans and specifications.

(2) Whether the Contractor selected economically feasible portions of the work to be performed by MBE's or WBE's including where appropriate, breaking down Contracts or combining elements of work into economically feasible units. The ability of a Contractor to perform the work with its own work force will not in itself excuse a Contractor's failure to meet Contract goals.

(3) Whether the Contractor provided interested MBE's or WBE's assistance in reviewing the Contract plans and specifications.

(4) Whether the Contractor submits all quotations received from MBE's and WBE's, and for those quotations not accepted, an explanation of why the MBE or WBE will not be used during the course of the Contract. Receipt of a lower quotation from a non-MBE/WBE prior to or at the time of bid opening will not in itself excuse a Contractor's failure to meet Contract goals; provided, however, a Contractor's good faith efforts obligation does not require a Contractor to accept a quotation from a MBE/WBE which is an unreasonable price. For the purpose of this subsection an "unreasonable" price is a price above competitive levels which cannot be attributed to the MBE/WBE's attempt to cover costs inflated by the present effect of disadvantage or discrimination.

(5) Whether the Contractor elected to subcontract types of work that match the capabilities of solicited MBE/WBE's.

(6) Whether the Contractor's efforts were merely pro-forma and given all relevant circumstances, could not reasonably be expected to produce sufficient MBE/WBE participation to meet the goals.

(7) Whether the Contractor has provided a list of all MBE/WBE's with whom they negotiated.

(8) Whether the Contractor included at the time of bid opening a list of the Contractor's proposed Subcontractors, on the Letter of Intent form, provided as set forth in Attachment 1; or submitted on company letterhead in substantially the same manner, signed by the Contractor and containing the number of Contract dollars to be awarded to each proposed MBE/WBE subcontractor. A final executed copy of the Letter of Intent, with the MBE/WBE's signature(s), must be provided to the Compliance Official no later than two (2) business days after the bid opening.

In determining the sufficiency of a Good Faith effort, the City may also review (1) whether the MBE or WBE goal was met by other bidders; and (2) whether the Contractor has on other contracts within the past six (6) months utilized MBE/WBE's.

If a Contractor fails to meet the goals as established in this document, the Contractor must provide the previously listed "good faith" information (including the Letter of Intent) at the time that the bids are opened; if the Contractor meets the goals as listed, he must submit a Letter of Intent, signed by an authorized agent of the Contractor, at the time of the bid opening (see paragraph 8 of Part II for further information).

If a Contractor fails to meet the goals as listed herein but has provided good faith documentation as contained in Part II above, the Compliance Official may provide an extension of no more than five (5) business days. At the end of that period the Compliance Official shall once again review the Contractor's efforts to subcontract with MBEs and WBEs to ensure that the Contractor has made a good faith effort to comply.

While no Contractor shall be found to be in non-compliance solely on account of failure to meet the MBE/WBE goals, Contractors which fail to achieve the goals and fail to make good faith efforts to achieve the goals may have their bids rejected as non-responsive, have bid award rescinded or may have other penalties imposed pursuant to Chapter 57.

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The Compliance Official will review the documentation presented by the Contractor for compliance with this document and Chapter 57. Minority Business Enterprise and Women Business Enterprise Subcontractors listed by the Contractor in the Letter of Intent cannot be changed by the Contractor without the prior written approval of the Compliance Official.

## Part III.

### Specific Good Faith Efforts for Minority and Female Employment

Contractors who fail to achieve their commitments to the goals for minority and female employment must demonstrate their good faith efforts by documentation which includes at least the following:

- 1) Whether the Contractor has attempted to recruit minority or female employees through the use of the media, local hiring pools or other recruitment methods;
- 2) Whether the Contractor has initiated training programs to encourage the use of minority or female employees;
- 3) Whether the Contractor has made use of any local agencies (i.e., Blueprint Employment Office) which promote the placement of minority or female employees;
- 4) Whether the Contractor recruited for positions for which there are qualified minority or female applicants;
- 5) Whether the Contractor offered salaries which are comparable with standard local industry practices.

If the Contractor is unable to meet the employment goals, has properly documented good faith effort, and the Compliance Official determines that the deficiencies are correctable, the Compliance Official shall inform the Contractor as to what actions must be taken to correct the deficiency. The Compliance Official will review the documentation presented by the Contractor for compliance with this document and Chapter 57.

If there is any deviation from the MBE Utilization proposal as noted in the Contractor's submission, such deviation must be justified to the City. All deviations, whether before or after contract award and/or whether before or after commencement of work on the project, shall be reported to and approved by the Compliance Official. Failure to report deviations must be considered an inaccuracy or falsification and may result in a finding that the Contractor is non-responsive and the bid may be rejected or the Contract terminated for that reason.

Contractors are required to execute and submit to the Compliance Official, copies of all ordinance-related sub-agreements within seven (7) days after Contract award, and from time to time, advise the Compliance Official of the status of its compliance with appropriate requirements.

If it is determined by the Compliance Official that a Contractor with the CITY for construction services at any time during the said term of Contract failed to maintain the minority and female employment levels and minority and women-owned business enterprise percentages established pursuant to City Code and set forth herein and also failed to show a good faith effort to maintain said levels and percentages, the Compliance Official shall document the non-compliance and shall attempt to resolve the discrepancy with the Contractor's assistance. If the Contractor fails to correct the violation, the City may then impose appropriate penalties.

The Compliance Official shall designate a Contract Compliance Investigator or the MBE Project Manager to investigate whether a contractor with the City for construction services has at any time during the term of said contract failed to maintain the minority employment levels and minority business enterprise percentages established pursuant to [Section 57.16](#) of City code and also failed to show a good faith effort to maintain said levels and percentages, the Contract Compliance Investigator or the MBE Project Manager shall document the non-compliance and report it to the Compliance Official. If the contractor fails to come into compliance or fails to show a good faith effort to come into compliance within fifteen (15) days in the case of minority employment levels, and within fifteen (15) days in the case of minority business enterprises, the Compliance Official may then

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impose appropriate penalties upon the contractor, to include but not be limited to (a) forfeiture of a portion of the retainage withheld pursuant to the contract, commensurate with the extent of the violation, (b) withhold MBE approval memorandum for failure to comply, and (c) M/WBE de-certification. The Compliance Official may in his discretion refer the contractor to the Chief Procurement Officer for debarment from submitting future bids to the City for a period of one (1) year.

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### **VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM**

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

**Note: Not applicable as American Grinding Company, LLC will self-perform all work.**

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## **2. RESPONSIBLE CONTRACTOR'S POLICIES/DAVIS-BACON PAY RATE AND CLASSIFICATION**

The wage rates set forth in the applicable Wage Determination General Decision for Orange County, Florida, identified in the Invitation for Bid, shall be the minimum hourly wage for the stated job classification to be paid to workers on this Project. However, no CONTRACTOR or Subcontractor's worker shall be paid at a rate less than the Living Wage of \$15.00 per hour. The CONTRACTOR shall post a copy of the CITY'S Living Wage and Responsible Contractor's Policies set forth in the Supplementary Conditions as Attachment 2 at CITY designated locations on the Project site.

## **3. SOCIAL SECURITY NUMBER COLLECTION**

Pursuant to Section 119.071(5) of Florida law, the City is required to provide notification in writing of the purposes for which an individual's social security number is collected. The City collects social security numbers for the following purposes: identification and verification; tracking, employment verification and auditing. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

## **4. E-VERIFY**

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract.

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Note: See Attachment A

## LETTER OF INTENT

**[\*Instructions\*** Contractor shall place the following, in substantially the same form as provided below on their letterhead. In the event a Contractor fails to meet the MBE/WBE percentage goals and minority and female workforce as required by the attached documents, the Contractor shall complete and submit this Letter of Intent AT BID OPENING and shall provide evidence of a good faith effort as required by the "City of Orlando Construction Contract Bid Specifications Minority and Women-Owned Enterprise Participation, and Minority and Female Workforce percentages". Once the bids are opened, the Letter of Intent must be signed by the MBE/WBEs and returned to the Minority Business Enterprise Division no later than two days after bid opening.]

Dear Compliance Official:

I \_\_\_\_\_ have entered into an agreement(s) with the following Minority  
(Name of Contractor)  
and/or Women-Owned Business Enterprise(s) to do the following work for the listed, total contract amounts.

1)

\_\_\_\_\_  
(MBE/WBE)

\_\_\_\_\_  
(Scope of Work)

\_\_\_\_\_  
(Subcontract Price)

(NOTE: Extend list for additional MBE/WBE(s) as needed)

The total percentage of the Contract being performed by MBEs \_\_\_\_\_%

The total percentage of the Contract being performed by WBEs \_\_\_\_\_%

The total dollar amount of contracts being performed by MBEs \$ \_\_\_\_\_

The total dollar amount of contracts being performed by WBEs \$ \_\_\_\_\_

The total percentage of the workforce or employment being performed by minorities \_\_\_\_\_%

The total percentage of the workforce or employment being performed by females \_\_\_\_\_%

I understand that I shall not be allowed to substitute or change MBE/WBE Subcontractors nor their scope of work nor the percentage of work performed by them, without the express prior approval of the Compliance Official.

[ ] **I was unable to meet the MBE and/or WBE goals on the project. My "good faith" effort documentation is attached to this letter.**

\_\_\_\_\_  
Authorized Agent of Contractor (must be signed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent of MBE/WBE  
(must be signed within two (2) days after bid opening)

\_\_\_\_\_  
Date

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### **LIVING WAGE AND RESPONSIBLE CONTRACTOR'S POLICIES**

The following City policies are applicable to this construction Project:

- (1) CONTRACTOR, as well as its Subcontractors at all tiers, shall pay to all of their employees providing services pursuant to a contract with the CITY, a living wage for the time spent providing services to the CITY. (This provision does not include general administrative personnel unless they are assigned to a CITY project.) "Living wage" means compensation for employment of not less than \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision and the CONTRACTOR shall allow the CITY to audit (at CONTRACTOR's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future CITY contracts at the sole option of the CITY.
- (2) The CONTRACTOR, when paying its workers on this Project, shall pay such workers an hourly wage, based on classification for the Orlando region established by the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5) (hereinafter "hourly wage").
- (3) The CONTRACTOR shall post a copy of the CITY'S Living Wage and Responsible Contractor's Policies at designated locations on the Project site as required by the Contract Documents.

**DATE:** 1/31/2023

**TO:** All Bidders

**FROM:** Silvia Coste, CPP, Senior Purchasing Agent  
Procurement and Contracts Division

**SUBJECT:** Sidewalk Inspection, Grinding, Removal & Repairs.  
Transmittal of Addendum Number One (1)  
**IFB23-0119**

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

**A. WRITTEN QUESTION RECEIVED AND ANSWER:**

**Question No. One (1):**

Regarding the project out for bid IFB23-0119; SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS, page 7 (Submittal Check List) shows a requirement of “FDOT Qualification in Intermediate Maintenance [sic] of Traffic Control.” However, according to the FDOT Prequalification Work Classes (please see attached) Intermediate Maintenance of Traffic Control is not one of them.

**Answer No. One (1):**

As stated on page 11 G. and page **page 13 J., the Contractor** shall have a certified Florida Department of Transportation Intermediate Maintenance of Traffic (M.O.T.) Control person.

**FINAL COMMENT:** Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received after the cut-off date for questions by respondents as specified on Section 00030-1 of the Invitation to Bid will not be given any consideration. Firms are reminded to review the original solicitation and all subsequent Addenda issued.

**THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL.**

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

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**SIGNATURE PAGE**

Bidders are asked to acknowledge receipt of this Addendum Number One (1), by completing the information requested below and submitting this information with their Bid. Failure to do so may subject the Bidder to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

American Grinding Company, LLC d/b/a American Sidewalk Management

NAME OF BUSINESS

BY:



February 15, 2023

SIGNATURE/DATE

Joel Van Veen / President

NAME & TITLE, TYPED OR PRINTED

1425 Coit Ave NE, Suite #200

MAILING ADDRESS

Grand Rapids, MI 49505

CITIES, STATE, ZIP CODE

( 888 ) 556-7344 / (888) 556-7344

AREA CODE WITH TELEPHONE and FAX NUMBERS

**DATE:** February 23, 2023

**TO:** All Bidders

**FROM:** Silvia Coste, CPP, Senior Purchasing Agent  
Procurement and Contracts Division

**SUBJECT:** Sidewalk Inspection, Grinding, Removal & Repairs.  
Transmittal of Addendum Number Two (2)  
**IFB23-0119**

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

**A. BID BOND FORM:**

For your convenience a Bid Bond Form is being provided. However, your surety company should be able to provide their own standard form. See ATTACHMENT "A" BID BOND FORM from this addendum.

**B. WRITTEN QUESTION RECEIVED AND ANSWER:**

**Question No. One (1):**

Is a Performance & Payment Bond Required? VendorLink states that a Performance & Payment Bond is not require that only a Bid Bond is required.

**Answer No. One (1):**

No, a Performance and Payment bond is not required for your total base bid at bid time. A Performance and Payment Bond will only be required if an individual job is \$200,000.00 or over. Yes, a 10% Bid Bond is required at Bid Opening of your total Base bid.

**Question No. Two (2):**

On page 11 under Item I - General, A, the specifications state that the minimum grinding rate is to be no less than 500 linear feet per day and have an average of 250 to 350 linear feet per day. Is the required average also supposed to be 500+ linear feet per day to match the minimum grinding rate?

**Answer No. Two (2):**

The minimum grinding rate is 500 linear feet per day." delete the statement "average 250 to 350 linear feet per day.

**Question No. Three (3):**

If a certified check is used to meet the bid bond requirement, how should that be submitted to the City? This is a question due to the requirement to submit bid responses electronically. If a

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certified check needs to be mailed, please provide instructions on how it should be sent, where it should be sent to, and any further information necessary for submission.

**Answer No. Three (3):**

If a certified check is being used to satisfy the 10% Bid Bond, please submit a copy of the check with your bid response. The original check can be delivered by hand or mail. The delivery location is: City Hall/ Procurement and Contracts Division 4<sup>th</sup> Floor, ATT: Silvia Coste, 400 South Orange Ave., Orlando, F 32801. Please reference the project name and number.

**Question No. Four (4):**

For use of proprietary equipment that is exempt from disclosure does the City of Orlando have a form that should be used or should it simply be identified as such in the bid submission?

**Answer No. Four (4):**

Please identify this equipment separately marked proprietary and confidential, also include the law language that exempt this from becoming public records.

**Question No. Five (5):**

If a non-MBE/WBE company plans to self-perform all work (and no subcontractors are expected to be used), how should the Letter of Intent in the 'Supplementary Conditions' be completed?

**Answer No. Five (5):**

Please refer to your bid documents under the **Supplementary Conditions: Specific Good Faith Efforts for MBE & WBE Part II (2):**

Whether the Contractor selected economically feasible portions of the work to be performed by MBE's or WBE's including where appropriate, breaking down Contracts or combining elements of work into economically feasible units. The ability of a Contractor to perform the work with its own work force will not in itself excuse a Contractor's failure to meet Contract goals.

All bidders should make an effort to achieve the MBE & WBE program goals by selecting MBE & WBE firms for subcontracting opportunities. Please refer the bid documents page 28: #20--

**Evaluation of Bid Award.**

**FINAL COMMENT:** Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received after the cut-off date for questions by respondents as specified on Section 00030-1 of the Invitation to Bid will not be given any consideration. Firms are reminded to review the original solicitation and all subsequent Addenda issued.

**THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL.**

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

**SIGNATURE PAGE**

Bidders are asked to acknowledge receipt of this Addendum Number Two (2), by completing the information requested below and submitting this information with their Bid. Failure to do so may subject the Bidder to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

American Grinding Company, LLC d/b/a American Sidewalk Management

NAME OF BUSINESS

BY: 

February 27, 2023

SIGNATURE/DATE

Joel Van Veen, President

NAME & TITLE, TYPED OR PRINTED

1425 Coit Ave NE, Suite #200

MAILING ADDRESS

Grand Rapids, MI 49505

CITIES, STATE, ZIP CODE

( 888 ) 556-7344 / (888) 556-7344

AREA CODE WITH TELEPHONE and FAX NUMBERS

# **ATTACHMENT “A”**



## **BID BOND FORM**

## **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_, as Surety, are held and  
firmly bound unto the City of Orlando, Florida, hereinafter called the CITY in the penal sum  
of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our  
heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated  
\_\_\_\_\_, 20\_\_\_\_, for the construction of \_\_\_\_\_.

NOW THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the contract documents, and shall within fifteen (15) calendar days after receipt of the Notice of Award enter into a written contract with the CITY in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into said contract, or failure to give such bonds within the time specified, if the Principal shall within twenty (20) days after request by the CITY pay to the CITY the difference between the amount specified in said bid and the amount for which the CITY may procure the required work if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the CITY is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Note: Please see a copy of the Cashier's Check used to satisfy the Bid Bond requirement included in Attachment A.



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IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:  
(if individual or partnership)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Print Name)

PRINCIPAL

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST (if corporation)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

SURETY

\_\_\_\_\_  
By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Surety Seal)

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety

BID FORM

1/3/2020

00300-9

**ATTACHMENT #1**  
**Sidewalk Inspection, Grinding, Removal & Repairs**

**IFB23-0119**

Any claims under this bond may be addressed to:

Name of Surety \_\_\_\_\_

Mailing Address \_\_\_\_\_

Street Address \_\_\_\_\_

Telephone number of Surety and agent or representative in Florida  
\_\_\_\_\_( )\_\_\_\_\_  
\_\_\_\_\_( )\_\_\_\_\_

**AMERICAN GRINDING COMPANY, LLC  
D/B/A AMERICAN SIDEWALK MANAGEMENT**

**ATTACHMENT A**

**SUPPORTING INFORMATION FOR THE CITY OF  
ORLANDO IFB23-0119, SIDEWALK INSPECTION,  
GRINDING, REMOVAL & REPAIRS**

**1. COMPANY INTRODUCTION**

American Grinding Company (AGC) d/b/a American Sidewalk Management specializes in sidewalk trip hazard removal utilizing our state-of-the-art equipment. Since 2012, we have provided sidewalk trip hazard removal services for over 100 cities across the United States in Florida, Georgia, North Carolina, South Carolina, Texas, Indiana, Ohio, and Michigan.

Using our equipment, all trip hazards removed meet the change of gradient and slip-resistance standards for pedestrian surfaces as required by the Americans with Disabilities Act (ADA) which increases access for mobility-impaired residents, and the Occupations Safety and Health Administration (OSHA).

We have worked with the City of Orlando since 2014 and during that time have provided the city with excellent service and the most efficient and effective option for sidewalk trip hazard removal. Additionally, we have a proven ability to complete projects of this size, which our references and the City of Orlando can attest to.

## 2. WHY UTILIZE AGC FOR SIDEWALK TRIP HAZARD REMOVAL

- AGC has demonstrated experience in completing trip hazard removal work of any project size. In 2022 alone, we removed over 100,000 linear feet of trip hazards from the sidewalks in Orlando, Florida.
- We have a proven ability to remove, on average, 500+ linear feet of trip hazards per day.
- We provide a service package that includes but is not limited to grinding, cutting, removal and replacement, and surveying.
- Demonstrated ability to meet the trip hazard location documentation requirements (sub-meter accurate GPS coordinates and all other relevant information) for all locations where work is completed.
- Modern and well-maintained equipment is utilized at all times. All equipment is considered state of the art in terms of speed, efficiency, environmental care, and quality of finished product.
- AGC has a perfect safety record.
- Experienced staff members (**min 2 on-site at all times**) who understand the requirements for working in public places. By having a minimum of 2 crew members on-site, AGC ensures that pedestrian safety is of the utmost importance and has a clear line of sight in **BOTH** directions to cease operations if a pedestrian approaches the work-site. AGC's crews fully understand the importance of treating the public in a civil manner and carry out their duties at all times with as little inconvenience and disturbance to others as possible. Should problems occur, they are immediately relayed to the Director of Operations and a resolution sorted out amicably. In each city we work in, the great majority of the public are enthused that we are proactively working to make sidewalks safe.
- Our proprietary vacuum system ensures that all waste is collected efficiently and removed from the worksite in a manner that has no detrimental environmental or safety consequences. Our equipment is also fitted with a heavy-duty dust extractor, which removes airborne dust during the trip hazard removal process.
- No portable vacuum systems (ie: shop vacuums, etc) are used as a part of our process as they are not powerful enough to effectively contain OSHA recognized, hazardous airborne silica dust generated by concrete grinding.
- 100% of our concrete waste removed during the trip hazard removal process is recycled.
- Our process is completely water free.
- No subcontractors are used as a part of our process.
- Trip hazards are removed without damage or visible markings to adjacent sidewalk slabs and are removed to a zero-point differential between adjacent slabs. Once a trip hazard is removed, the resulting surface is not rounded or concave, but is uniform in both appearance and texture.

## ATTACHMENT #1

*American Grinding Company, LLC*

*City of Orlando IFB23-0119*

---

- Consistency of quality for removed trip hazards is ensured by a combination of 100% auditing of each and every trip hazard removed as well as by accurate level measurements taken on-site utilizing state of the art digital levels and relating the pitch/inclination of the finished product with contract requirements.
- Our noise minimizing equipment has been measured at 73 decibels at 10 ft.

**3. EQUIPMENT**

\*\*\* See Attachment B for information on **CONFIDENTIAL** equipment \*\*\*

Modern and well-maintained commercial grade equipment is utilized at all times. All equipment is owned by AGC and is considered state of the art in terms of speed, efficiency, environmental care, and quality of finished product. AGC has multiple pieces of equipment and crews. As a result, we can utilize additional equipment as necessary to ensure production goals are met.

In addition to the **CONFIDENTIAL** equipment listed in Attachment B, our equipment consists of;

- 1) 2017 Dodge Ram 2500 Pickup Truck for transport of crew & trailer.
  - a. Owned by AGC, VIN 1FTNF20578EC13943
- 2) 2022 Cargo-Mate Enclosed Trailer for transport of equipment.
  - a. Owned by AGC, VIN 3C6TR4CT7HG771117
- 3) iPad & Trimble GNSS R1 Receiver to collect data points with sub-meter accuracy
- 4) M-D 92346 Smart Tool Digital Inclinometer
- 5) Hammerhead HLLT10 Digital Level
- 6) Digital height measuring tool
- 7) Additional owned equipment includes:
  - a. Safety items; vests, cones, and MOT signage as necessary
  - b. Broom and bucket to clean up any excess concrete waste
  - c. 20-gallon buckets to transport concrete waste to recycling facility

**4. REFERENCES**

The below references can verify work of a similar nature completed by American Grinding Company. Contacts listed as a part of current contracts noted above can be used as additional references.

- 1) Project: City of Myrtle Beach, South Carolina  
Contact: Eric Norris  
enorris@cityofmyrtlebeach.com  
(843) 918-2000
- 2) Project: City of Lakeland, Florida  
Contact: Michael Slaton  
Michael.Slaton@lakelandgov.net  
(863) 834-6000
- 3) Project: City of St Cloud, Florida  
Contact: Scott Adams  
sladams@stcloud.org  
(407) 957-7347
- 4) Project: City of Tampa, Florida  
Contact: Keith Gorman  
keith.gorman@tampagov.net  
(813) 274-8901
- 5) Project: City of Orlando, Florida  
Contact: Howard Elkin  
Howard.elkin@cityoforlando.net  
(407) 246-2370



**5. KEY PERSONNEL & QUALIFICATIONS****1) Joel Van Veen – President**

Joel started American Grinding Company in 2012. With a background in finance and sales, Joel has worked diligently for the last 10 years to help cities make their sidewalks safe and ADA/OSHA compliant.

**2) Paul Slotsema – Director of Operations**

Paul joined American Grinding Company in 2013 as the Director of Operations. He oversees planning, project management, and quality control of over 300,000+ linear feet of trip hazard removal each year. Before joining AGC Paul spent 10 years with Cummins working in engineering, operations, and project management.

**3) Jonathan Neeley – Business Development**

Jonathan joined American Grinding Company in 2017. Before joining AGC, Jonathan spent 20+ years in sales working with government agencies throughout Florida and the Southeast United States.

**6. SUPPLEMENTARY CONDITIONS**

Company Executive appointed: Joel Van Veen / (888) 556-7344

Good Faith Documentation:

American Grinding Company, LLC will self-perform all work related to this IFB. As noted in Attachments A & B our process and equipment are proprietary to our company. Our employee training is an extremely specialized program requiring 8 weeks to learn to operate our equipment proficiently. Additionally, as our equipment is proprietary to American Grinding Company, LLC it, therefore, cannot be reasonably be expected to be subcontracted out.

Note that 45% of American Grinding Company's workforce are minorities and 9% are female.

Additionally, note that all employees are paid a wage that meets or exceeds the requirements outlined in this IFB.



**ATTACHMENT #1**  
**Request for Taxpayer**  
**Identification Number and Certification**

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Print or type.<br>See Specific Instructions on page 3. | <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>American Grinding Company, LLC</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
|                                                        | <b>2</b> Business name/disregarded entity name, if different from above<br><b>American Sidewalk Management</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
|                                                        | <b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> C Corporation<br><input type="checkbox"/> S Corporation<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Trust/estate<br><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>S</b><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 <b>not</b> 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.<br><input type="checkbox"/> Other (see instructions) ▶ |  |
|                                                        | <b>4</b> 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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
|                                                        | <b>5</b> Address (number, street, and apt. or suite no.) See instructions.<br><b>1425 Coit Ave NE, Ste #200</b><br><b>6</b> City, state, and ZIP code<br><b>Grand Rapids, MI 49505</b><br><b>7</b> 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.

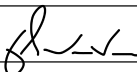
|                                       |   |  |   |   |   |   |   |       |
|---------------------------------------|---|--|---|---|---|---|---|-------|
| <b>Social security number</b>         |   |  |   |   |   |   |   |       |
|                                       |   |  | - |   |   |   | - |       |
| or                                    |   |  |   |   |   |   |   |       |
| <b>Employer identification number</b> |   |  |   |   |   |   |   |       |
| 4                                     | 5 |  | - | 5 | 0 | 6 | 8 | 7 7 2 |

**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 ▶** February 15, 2023

**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](http://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.*

# CERTIFICATE OF COMPLETION

*PAUL SLOTSEMA*

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Intermediate Course

Training Provider:

myTTConline

myTTOnline

83 Geneva Dr. Ste. 621394

Oviedo FL 32762

Phone: 407-901-0206

Verify this Certificate by visiting [www.motadmin.com](http://www.motadmin.com)

03/11/2022

Issue Date

03/11/2026

Expiration Date

J. O

Instructor

83032

Certificate No.



HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

**CASHIER'S CHECK**  
**ATTACHMENT #1**

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

**Remitter:** AMERICAN GRINDING COMPANY, LLC

Date

02/28/2023

Void after 7 years

9179215975

25-3

440

**Pay To The** CITY OF ORLANDO  
**Order Of:****Pay:** EIGHTY THOUSAND  
DOLLARS AND 00 CENTS

\$\*\* 80,000.00 \*\*

Do not write outside this box

Memo: \_\_\_\_\_

Note: For information only. Comment has no effect on bank's payment.

**Drawer:** JPMORGAN CHASE BANK, N.A.Rebecca Griffin, Chief Administrative Officer  
JPMorgan Chase Bank, N.A.  
Columbus, OH

⑈9179215975⑈ ⑆044000037⑆ 758661326⑈

**Note:** Copy of cashier's check for use as Bid Bond. Originally check sent via FedEx to the location noted in Addendum #2.

**AMERICAN GRINDING COMPANY, LLC  
D/B/A AMERICAN SIDEWALK MANAGEMENT**

**ATTACHMENT B**

**EQUIPMENT SPECIFICATIONS FOR CITY OF ORLANDO  
IFB23-0119, SIDEWALK INSPECTION, GRINDING,  
REMOVAL & REPAIRS**

**\*CONFIDENTIAL / TRADE SECRET\***

The information contained in this document is

**REDACTED, EXEMPT FROM PUBLIC DISCLOSURE**

as defined by Florida statute 815.045. Trade secrets as defined by Section 812.081, ES, and pursuant to Section 815.045, ES trade secret information is "...expressly made confidential and exempt from public records law because it is a felony to disclose such records".

# ATTACHMENT #1

*American Grinding Company, LLC – CONFIDENTIAL / TRADE SECRET*

*City of Orlando IFB23-0119*

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**\*\*CONFIDENTIAL/TRADE SECRET\*\***

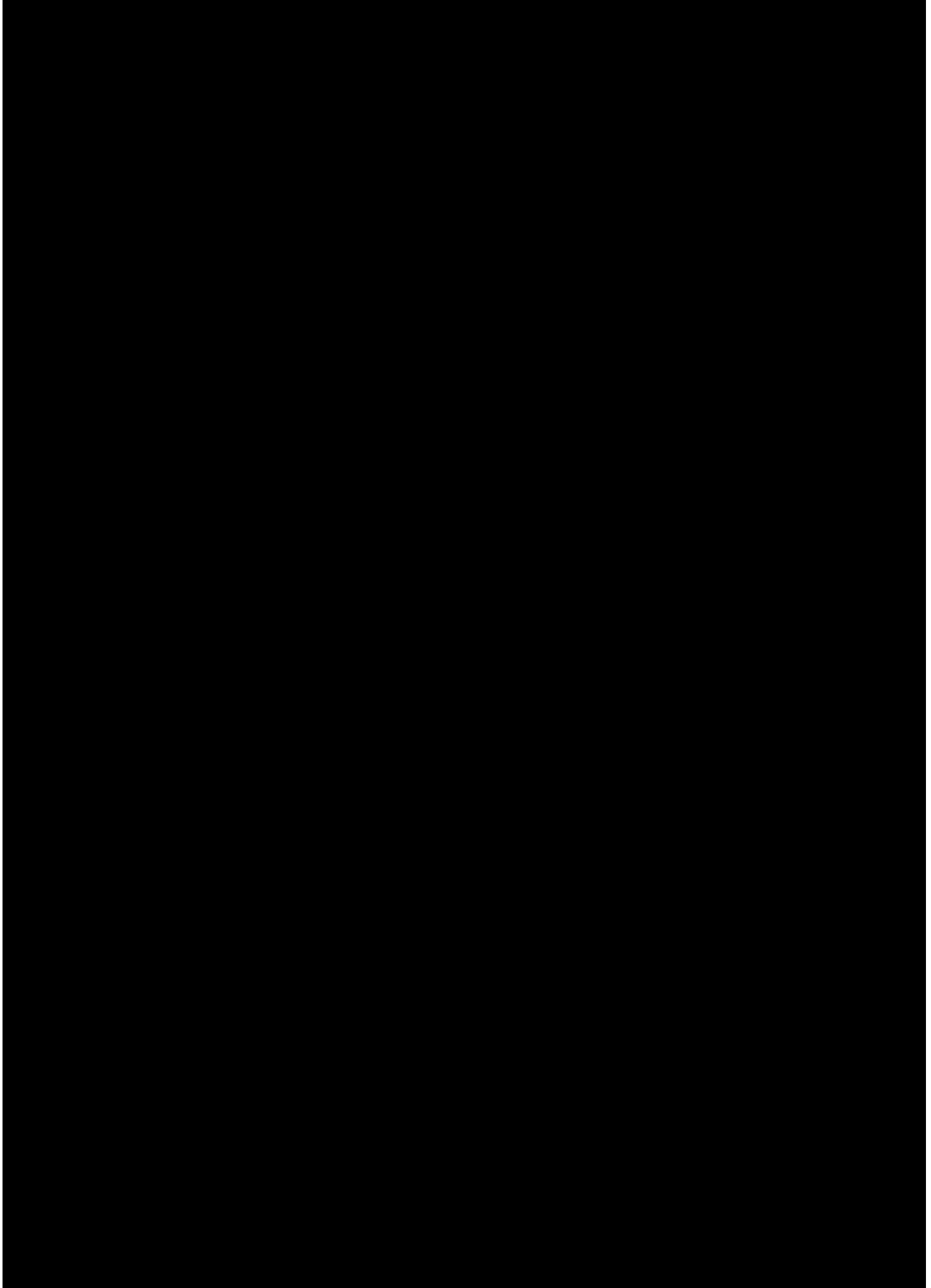


# ATTACHMENT #1

*American Grinding Company, LLC – CONFIDENTIAL / TRADE SECRET*

*City of Orlando IFB23-0119*

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**CITY OF MOUNT DORA  
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between American Grinding Company, LLC dba American Sidewalk Management (Contractor) and the City of Mount Dora, approved under Agreement dated April 2, 2024 and First Amendment to the Agreement effective October 1, 2024, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

|                                                                                       |
|---------------------------------------------------------------------------------------|
| <b>Project Name:</b> Mount Dora Sidewalk Rehabilitation, Repair, and Replacement      |
| <b>Project Amount:</b> \$300,000.00                                                   |
| <b>Budget Account Number:</b><br>GL#310-555-580.63-01-PW2415                          |
| <b>City Project Manager:</b><br>Mark DeCosta                                          |
| <b>Contractor:</b><br>American Grinding Company, LLC dba American Sidewalk Management |
| <b>Contractor Project Manager:</b><br>Jonathan Neeley                                 |

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

| <b>SUMMARY OF WORK TO BE COMPLETED</b>                                                                                                   |                               |
|------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| <b><u>Each Task Authorization package shall include:</u></b>                                                                             |                               |
| <b>Exhibit A – Scope of Work</b><br><b>Exhibit B – Sub-Contractors</b><br><b>Exhibit C – Schedule</b><br><b>Exhibit D – Compensation</b> |                               |
| Recommended By:                                                                                                                          |                               |
| Print: <u>George Marek</u>                                                                                                               | Date: <u>December 6, 2024</u> |
| Signature: <u></u>                                    |                               |
| Reviewed By:                                                                                                                             |                               |
| Print: <u>Johnny Reynolds</u>                                                                                                            | Date: <u>December 6, 2024</u> |
| Signature: <u></u>                                    |                               |
| <b>CONTRACTOR ACCEPTANCE</b>                                                                                                             |                               |
| <b>Print Name:</b> Joel Van Veen                                                                                                         | <b>Print Name:</b>            |
| <b>Signature:</b> <u></u>                             | <b>Signature:</b>             |
| <b>Date:</b> December 6, 2024                                                                                                            | <b>Date:</b>                  |
| <b>CITY APPROVAL</b>                                                                                                                     |                               |

## **Exhibit A – Scope of Work**

Inspect, grind sidewalk deflections to meet Americans with Disabilities Act (ADA) requirements, repair damaged sidewalk sections, and remove and replace sidewalk sections that cannot otherwise be repaired.

Install tree root barrier if required by the City Arborist.

The Public Works Department will provide a set of maps and priority locations to initiate the project. Our project manager will communicate any changes to schedule that might result from unexpected sidewalk incidents. The City will coordinate with the Contractor in order to promote a smooth operation and prevent remobilization during a work day.

Start work on Park Forest Boulevard in the Country Club of Mount Dora subdivision. Upon completion of work on Park Forest Boulevard, proceed to other sidewalk locations as directed by the City Project Manager.

## **Exhibit B – Sub-Contractors**

None.

### **Exhibit C – Schedule**

Work will commence with a pre-construction meeting following issuance of a purchase order.

The work will continue under this task authorization until the funds are exhausted.

## **Exhibit D – Compensation**

Compensation is according to the rates and terms established in the attached Agreement dated April 2, 2024 and First Amendment to the Agreement effective October 1, 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 American Grinding Company, LLC dba American Sidewalk Management, 1425 Coit Avenue NE, Suite #200, Grand Rapids, Michigan 49505, hereinafter referred to as the "CONTRACTOR".

### ***WITNESSETH:***

**WHEREAS**, the CITY has determined that it is in its best interest utilize the Sidewalk Inspection, Grinding, Removal & Repairs Continuing Services Contract between the City of Orlando, Florida, and the CONTRACTOR (the "Underlying Agreement"), April 27, 2023, and attached hereto as **Exhibit "A"** and made a binding part hereof by this reference, hereinafter referred to as "Cooperative Contract," which was competitively solicited for and negotiated by the City of Orlando, Florida through Invitation to Bid – IFB23-0119; and,

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

**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 one (1) year, until March 19, 2025, and is subject to four (4) additional twelve (12) month renewals.

#### **SECTION 2.           SERVICES AND PRICING.**

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

#### **SECTION 3.           CONTRACT PROVISIONS.**

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

#### **SECTION 4.           NOTICE.**

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



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

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

CONTRACTOR: American Grinding Company, LLC  
c/o Joel Van Veen, President  
1425 Coit Avenue NE, Suite #200  
Grand Rapids, Michigan 49505

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

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

**SECTION 6. MODIFICATION.**

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

**SECTION 7. CONFLICT.**

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

**SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.**

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



**SECTION 9.**            **JOINT AUTHORSHIP.**

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

**SECTION 10.**           **EQUAL OPPORTUNITY EMPLOYER.**

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

**SECTION 11.**           **INDEMNIFICATION.**

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

**SECTION 12.**           **AUDITING, RECORDS, AND INSPECTION.**

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

**SECTION 13.**           **PUBLIC RECORDS.**

A. Pursuant to Florida Statutes, Section 119.0701:

**IF YOU HAVE QUESTIONS REGARDING THE APPLICATION  
OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO**

**PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,  
CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:**

**CITY CLERK: JEANANN HAND**  
**510 NORTH BAKER STREET**  
**MOUNT DORA, FL 32757**  
**(352)735-7126**  
**[CLERK@MOUNTDORA.GOV](mailto:CLERK@MOUNTDORA.GOV)**

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

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

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



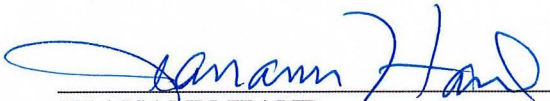
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this 20 day of April, 2024.

**CITY OF MOUNT DORA**



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

**ATTEST:**



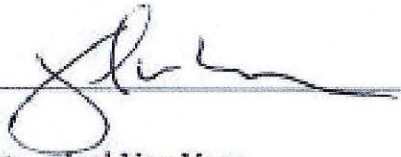
**JEANANN HAND**  
**CITY CLERK**

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



**Patrick Brackins**  
**City Attorney**

American Grinding Company, LLC dba  
American Sidewalk Management

  
Print: Joel Van Veen

Title: President

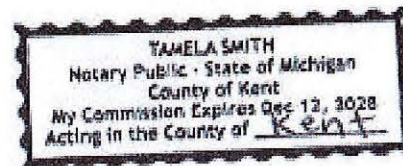
STATE OF FLORIDA

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of Joel Van Veen, as President of American Grinding Company, 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 Michigan Drivers License as identification, and who did/did not take an oath this 7<sup>th</sup> day of March, 2024.

(stamp)

  
NOTARY PUBLIC



**Exhibit “A”**  
Cooperative Contract between the  
City of Orlando, FL and American Grinding Company, LLC  
dba American Sidewalk Management and its exhibits



CITY OF ORLANDO INVITATION FOR BID (IFB)

**DATE OF ISSUE:** JANUARY 30, 2023

**IFB DUE DATE:** MARCH 2, 2023

**IFB DUE TIME:** 2:00 p.m., Local Time, City of Orlando, FL

**BID DELIVERY LOCATION:** City of Orlando  
Procurement and Contracts Division  
400 South Orange Avenue, Fourth Floor  
Orlando, Florida 32801  
*Bid opening held at same location.*

**IFB TITLE:** SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS

**IFB NO:** IFB23-0119  
*(IFB NUMBER MUST BE PLACED ON FRONT OF ENVELOPE)*

**THIS IS NOT AN ORDER**

**DIRECT ALL INQUIRIES TO:** SILVIA COSTE, CPP, SENIOR PURCHASING AGENT  
Phone: (407) 246-2216  
Email: [silvia.coste@orlando.gov](mailto:silvia.coste@orlando.gov)

**BUSINESS NAME & ADDRESS**

American Grinding Company, LLC d/b/a  
American Sidewalk Management

Business Name

1425 Coit Ave NE, Suite #200

Address

Grand Rapids, MI 49505

City, State, Zip

(888) 556-7344

Telephone Number

info@sidewalkmgmt.com

Business Email Address

**CONTACT INFORMATION**

Joel Van Veen

Name of Contact Individual

1425 Coit Ave NE, Suite #200

Contact Address

Grand Rapids, MI 49505

Contact City, State, Zip

(888) 556-7344

Contact Telephone Number

joel@sidewalkmgmt.com

Contact Email Address

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## INVITATION FOR BIDS

The City of Orlando, Florida, will electronically receive sealed bids through the Procurement and Contracts Division, for **IFB23-0119, Sidewalk Inspection, Grinding, Removal & Repairs** until 2:00 p.m., local time, on **March 2, 2023**, at which time bids will be opened and publicly virtually read. This work is a service contract for the Sidewalk Trip Hazard Remediation and Condition Survey for the City of Orlando (City).

Plans, Specifications & Contract Documents will be open to public inspection after **2:00 p.m. on January 30, 2023**. If you have any questions you may contact the Procurement & Contracts Division, City Hall (phone #407-246-2291). Plans, Specifications & Contract Documents may be obtained from the City's VendorLink website at the following web link: <https://vendorlink.cityoforlando.net/common/default.aspx>.

Bids must be accompanied by a bid bond, certified check or cashier's check made out to the City of Orlando, or other security as provided by law, in an amount not less than 10% of the total base bid.

A Non-Mandatory Pre-Bid (MS Teams) Teleconference will be held, **February 13, 2023 at 10:00 a.m.**, the conference line number is 1-321-247-568 , **ID:734607311#**. You must press the # key immediately after entering the id number.

Refer to the solicitation for more information on the bidding process. All questions about this solicitation must be submitted in writing and received by the Procurement and Contracts Division before **5:00 p.m., local time, on February 17, 2023**. Answers will be issued in the form of an Addendum to the solicitation.

### Living Wage

CONTRACTOR is required to pay its workers, as well as its subcontractors providing services pursuant to a contract with the CITY, a living wage for the time spent providing services to the CITY. (This provision does not include general administrative personnel unless they are assigned to a CITY project.) "Living wage" means compensation for employment of not less than \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. This provision shall apply to all bid and proposal awards for services which involve CITY expenditures that exceed \$100,000.00 per year.

### Performance and Payment Bond

A performance and payment bond is not required for the total contract amount of this Bid.

A performance and payment bond will be required if any specific job is estimated to cost more than Two Hundred Thousand Dollars (\$200,000.00), in accordance with Florida Statutes Section 255.05.

The City reserves the right to waive the bond requirement at any time for any specific job of \$200,000.00 or less. However, at the City's discretion, there may be times that a bond will be required for jobs of \$200,000.00 or less.

When a Payment and Performance Bond is required for a specific job, such bond shall be acquired and delivered to the City within fifteen (15) days of notice from the City that a bond is required. Upon notice from the City that a bond is required no further work under the contract shall be undertaken until such time as a bond in conformance with this Section has been delivered to the City.

If required, all bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable laws. All bonds shall be executed by such sureties as are licensed to conduct business in the state of Florida and, except as otherwise provided by applicable laws and regulations, are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of its authority to act.



**INSTRUCTIONS FOR SUBMITTING BID  
IN RESPONSE TO INVITATION FOR BIDS FOR THE  
IFB23-0119, SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS**

**A. ELECTRONIC SUBMITTAL:**

This solicitation must be submitted electronically. Paper responses will be deemed non-responsive.

Instructions for submitting a bid:

1. Once you have logged into your VendorLink account, go to the solicitation on which you want to bid, then click on "Create a Quote/Bid."
2. Upload the bid to VendorLink.
3. Verify that your uploaded document is complete.
4. To submit the final Quote/Bid, click on the "Submit" button at the bottom of the page, and then click "OK" at the top of the page.
5. If successfully submitted, a confirmation pop-up will appear at the bottom of the page.
6. A **Draft** Status means your bid has been saved but not yet submitted. The quote/bid response will not be considered as a submitted response in the system for this bid solicitation.

Bidders are solely responsible for ensuring that their submittals are complete, uploaded and submitted in the VendorLink system by the due date and time. The City shall not be responsible for any submission delays or failures caused by any occurrence.

Notwithstanding any provision of this Addendum or the Solicitation to the contrary, persons with disabilities needing a special accommodation to submit a bid response or participate in this solicitation should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801, telephone number (407) 246- 2291, not later than four (4) days prior to the submittal date for accommodations related to the submittal, or four (4) days prior to the date on which any other accommodation is needed.

**B. PRE-BID MEETING MS TEAMS PLATFORM:**

The Prebid meeting will be held via MS Teams, the call-in number is **1-321-247-7568**, Conference **ID:734607311**# you must press the # key right after the id number.

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NTM5MjhiOGYtN2QzYy00NTA1LWEyYmYtYjAwYWYwNjg2Zjlh%40thread.v2/0?context=%7b%22Tid%22%3a%227594da9b-294b-4acf-913b-d159ae921564%22%2c%22Oid%22%3a%223dc3147e-b3e2-452b-bf4d-416f9a614cc0%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTM5MjhiOGYtN2QzYy00NTA1LWEyYmYtYjAwYWYwNjg2Zjlh%40thread.v2/0?context=%7b%22Tid%22%3a%227594da9b-294b-4acf-913b-d159ae921564%22%2c%22Oid%22%3a%223dc3147e-b3e2-452b-bf4d-416f9a614cc0%22%7d)

**C. VIRTUAL SOLICITATION OPENING:**

Given the current situation with COVID-19 and the need for social distancing, the solicitation opening meeting information is as follow:

Instructions to join the solicitation opening virtual meeting:**1. Sign up for a free Zoom account**

Go to **zoom.us/signup** and enter your email address to create a free account with Zoom web conferencing. You'll receive an email from Zoom where you will click on a link to activate your account. If you already have a Zoom account, skip to step #3 below.

**2. Choose your device and download Zoom**

You can use a smart phone, tablet, laptop, or desktop computer. After signing up, visit **zoom.us/download** and download the "Zoom Client for Meetings" onto your computer. On mobile devices, search your app store for the free Zoom app and download it. Make sure to allow some extra time for the install before joining your first meeting. If you do not have one of the devices just mentioned, you can also call in to the meeting. If you cannot download Zoom and need to connect via web browser, you can use the Zoom web client (more info on browser compatibility visit **bit.ly/zoomwebinfo**).

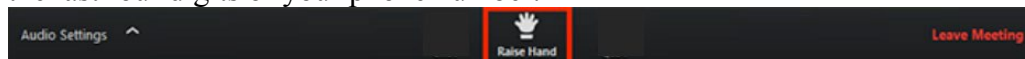
**3. Join the virtual meeting**

a. This is the public link: <https://orlando-gov.zoom.us/j/84693841218>

b. Call in number: +1 305 224 1968 Webinar ID:84693841218

c. **Provide live public comment**

Use the "Raise Hand" feature to request to speak. If you have called in you can raise your hand by pressing \*9. If you do this you will be called on to speak using the last four digits of your phone number.



**D. PREPARATION OF BIDS:**

1. Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the bidder's risk.
2. All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed by the bidder and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
3. Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he/she makes an entry.
4. Unit prices for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.
5. Although the City generally awards bids based on a "lump sum" basis to the responsive and responsible bidder submitting the lowest total bid, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

Note: For purposes of this bid, **IFB23-0119, Sidewalk Inspection, Grinding, Removal & Repairs**, Bidders shall enter a unit price for all line items listed in the Electronic Bid Form. To be considered for a contract award, the Bidder must submit a value greater than zero for **all items**. Contract award(s), if made, shall be based on the total bid price of all items.

**SUBMITTAL CHECK LIST:** 

Bidders should use the following bid check list of standard forms which are to be completed and returned as part of your bid submittal. Failure to complete and return required forms may result in your bid being non-responsive and not considered for award.

Additional forms/items may be required to be submitted under the terms of this Invitation for Bids which are not listed below; therefore, it is the bidder's responsibility to read and understand the provisions of this Invitation for Bids.

|                  |                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>    X    </u> | Solicitation Cover Page.                                                                                                                                                                                                                                                                                                                                                                                |
| <u>    X    </u> | W9. <b>See Attachment A</b>                                                                                                                                                                                                                                                                                                                                                                             |
| <u>    X    </u> | Bid Form.                                                                                                                                                                                                                                                                                                                                                                                               |
| <u>    X    </u> | Bidders Certification Form.                                                                                                                                                                                                                                                                                                                                                                             |
| <u>    X    </u> | Conflict of Interest Disclosure Form.                                                                                                                                                                                                                                                                                                                                                                   |
| <u>    X    </u> | Certification Regarding Prohibition Against Contracting with Scrutinized Companies.                                                                                                                                                                                                                                                                                                                     |
| <u>    X    </u> | Contract and Acceptance Form.                                                                                                                                                                                                                                                                                                                                                                           |
| <u>    X    </u> | Bidder's Questionnaire.                                                                                                                                                                                                                                                                                                                                                                                 |
| <u>    X    </u> | Letter(s) of Intent, find in the Supplementary Conditions. <b>See Attachment A</b>                                                                                                                                                                                                                                                                                                                      |
| <u>    X    </u> | Veteran Business Enterprise Participation Form, find in the Supplementary Conditions.                                                                                                                                                                                                                                                                                                                   |
| <u>    X    </u> | Addendum Acknowledgment Form: <b>It is the bidder's responsibility to contact the City's Procurement and Contracts Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. If you have downloaded this bid from the Internet, please ensure that you also download all such addenda. (If applicable)</b> |

**Special Items:**

|                  |                                                                                                 |
|------------------|-------------------------------------------------------------------------------------------------|
| <u>    X    </u> | 1. Bid Security (10%) <b>See Attachment A</b>                                                   |
| <u>    X    </u> | 2. Bidders Equipment List <b>See Attachment A &amp; B</b>                                       |
| <u>    X    </u> | 3. FDOT Qualification in Intermediate Maintenance of Traffic Control<br><b>See Attachment A</b> |

**NOTE:**

**Certificate of Insurance:** Within seven (7) days of a notification of intended award, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City.

**Written Question(s) Form:** Written questions must be received by **5:00 P.M. Local time** before, February 17, 2023.

**INVITATON FOR BIDS AWARD INFORMATION:**

The City's Procurement and Contracts Division is the official source to obtain information relating to City of Orlando solicitations. It is incumbent on the Bidder to obtain current bid and award information prior to and after the scheduled opening date of a solicitation. Information is updated daily as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a solicitation. You may obtain award and other solicitation information in a variety of ways:

1. Bid documents are available for download from the eSupplier website:

You may access solicitation information by visiting the City's eSupplier website by copying the following link in your web browser:

<https://vendorlink.cityoforlando.net>

2. You may also call the Procurement and Contracts Division at (407) 246-2291, during normal business hours, to request a solicitation and other related information.

Please remember, email notification is provided as a courtesy to our vendors, but it is the vendor's responsibility to check with the City of Orlando's website at: <https://vendorlink.cityoforlando.net> for current bid, and other information.

We appreciate your interest in doing business with the City Beautiful and wish you much success with your business ventures.

**NON- MANDATORY PRE-BID CONFERENCE:**

All prospective bidders are invited to attend a **Non-Mandatory** Pre-Bid Conference Via Microsoft Teams:

**February 13, 2023 at 10:00 A.M. Local Time, City of Orlando, FL**

**Teams Call in Number 1-321-247-7568, ID:734607311#**

The purpose of the Pre-Bid Conference is to provide and solicit information relative to the scope, purpose, nature and extent of the work, and any local conditions, which may affect the work and its performance. Submission of a bid shall constitute an acknowledgment by the bidder that it has thoroughly examined and is familiar with the **INVITATON FOR BIDS.** The failure or neglect of a bidder to examine the **INVITATON FOR BIDS.** shall in no way relieve the bidder of any obligations with respect to either its bid or the **INVITATON FOR BIDS.** No claim for additional compensation will be allowed which is based upon a lack of knowledge of the **INVITATON FOR BIDS.**

**NON-MANDATORY**  
**PRE-BID CONFERENCE ATTENDANCE NOTIFICATION:**

**February 13, 2023 at 10:00 A.M. Local Time, City**

**of Orlando, FL., Microsoft Teams Platform**

**Conference Call in Number 1-321-247-7568**

**ID:734607311# You must press the # key right**

**after the id number.**

**Please return this form by: Thursday, February 9, 2023.**

City of Orlando  
Procurement and Contracts Division  
400 South Orange Avenue, Fourth Floor  
Orlando, Florida 32801  
Telephone: (407) 246-2291  
Fax: (407) 246-2869

**PLEASE CHECK:**

  X   We plan to attend

**Name of Representatives who will attend**

1. Joel Van Veen
2. \_\_\_\_\_
3. \_\_\_\_\_

  X   A list of questions or statements for discussion at the Pre-Bid Conference is attached. (Please use **“WRITTEN QUESTION(S) FORM”** as indicated in the Table of Contents).

\_\_\_\_\_ We do not plan to attend, but will be submitting a response.

\_\_\_\_\_ We do not plan to attend and will not be submitting a response because:

\_\_\_\_\_

Signature

President

Title

American Grinding Company, LLC d/b/a American Sidewalk Management

Name of Company

February 8, 2023

Date

**SPECIFICATIONS FOR  
IFB23-0119, SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS**

**I. GENERAL**

A. This work is a service contract for the Sidewalk Trip Hazard Remediation and Condition Survey for the City of Orlando (City). The initial Contract time will be for a period of one year (12 months) with up to four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months. The Work includes surveying all sidewalks in the City, documenting trip hazards, damaged sidewalks, and grinding raised joints and uneven cracks. Replacing damaged sidewalk panels is not part of the Work. Staff in the Streets and Stormwater Division will designate initial Work Areas for the Contractor to begin work, but the Contractor will be responsible for surveying and reporting repair needs for the City sidewalks as determined by the City of Orlando Streets and Stormwater Division. The minimum grinding rate is to be no less than 500 linear feet per day and have an average range of 250 to 350 linear feet per day.

B. The estimated annual expenditure is \$800,000.00.

C. These specifications cover the Contractor's requirements for sidewalk grinding and reporting of trip hazards ¼ inch and greater. A trip hazard may include: cracks, separations, and or raised edges in the sidewalk surface that have a minimum of ¼ inch difference in elevation across the crack or edge. The reports will become part of the City's sidewalk hazard inventory.

D. The Work described in each item includes the Contractor furnishing of all materials, equipment, supplies, and tools, along with the performance of all labor and services, and all incidentals necessary to complete the repairs and reports associated with sidewalk trip hazards within the City.

E. The Contractor shall have a minimum of three (3) years experience in sidewalk grinding. References shall include projects in the State of Florida during the last three (3) years that involve sidewalk grinding and trip hazard remediation.

F. The Contractor shall have a minimum of two (2) people on-site at all times while work is performed. The use of two people on site ensures the safety of all pedestrians who may be present in the work area.

G. The Contractor shall have an active General Contractor's license valid in the State of Florida and a valid certification for the Florida Department of Transportation intermediate Maintenance of Traffic Control.

**II. EQUIPMENT**

A. Equipment must be able to grind any size trip hazard from 1/4 inch and greater. Grinding equipment must include a self contained dust collection system, which is used 100% of the time. To ensure effectiveness and minimize machinery footprint, the system must consist of an engine-driven vacuum suction fan and dust collection tanks both mounted on the grinding apparatus. Electric vacuums, hoses, hand power tools extension cords and generators will not be permitted as they are not powerful enough to effectively contain OSHA recognized hazardous airborne silica



dust generated by concrete grinding. Additionally, they cause electric shock as well as pedestrian trip hazards.

B. Grinding will be done dry without the use of water.

C. Equipment noise must be minimal so it does not disturb the public and the public will not need to wear hearing protection if located 10 ft. or further from the operation of the equipment. Per OSHA, hearing protection is required for individuals exposed to noise over 85 dB, as such the City requires that the equipment to perform the Work must not exceed the 85 dB at 10 ft.

D. Contractor shall own or lease commercial equipment that the City considers sufficient to provide services as specified. Commercial concrete grinding equipment is required.

E. Equipment shall be kept in good working order at all times. Proposed equipment shall be documented in the Equipment List Form, attached in Forms and Submittal Documents. Bidder shall submit additional pages as necessary to document the equipment. Bidder will submit applicable descriptive literature and technical data to fully detail all features, designs, construction, finishes of the equipment proposed for grinding on this project.

F. The failure of the Contractor to obtain and maintain sufficient equipment to provide the services as specified in this solicitation may be cause for termination of Contract.

G. Inspection and acceptance of proposed equipment to be used on this project shall be performed by a representative from the City's Streets and Stormwater Division, or such other specifically designated City Representative.

### III. SCOPE OF WORK- SIDEWALK GRINDING

A. Work Areas: Staff in the Streets and Stormwater Division will provide maps to the Contractor with Work Areas and street names as Work Orders. The Contractor will be responsible for surveying all sidewalks in the Work Areas, performing repairs, and identify other repair needs.

B. Trip Hazard Locations: Contractor will identify and remove all trip hazards in the Work Area that are between ¼" to 2" in height (as long as 2" of concrete thickness remains after grinding), and where the cross slope of the sidewalk does not exceed 2%. The surface area after grinding must be textured to meet ADA standards for pedestrian safety; which includes a slip resistant surface that does not become slippery when wet. Panels that are not repairable, or fractured, or broken will be documented in a weekly report.

C. Trip Hazard Location Documentation: The Contractor shall collect data using a GNSS (Global Navigation Satellite System) mapping grade device capable of sub-meter accuracy in varying site conditions. Workers should be properly trained to reach those accuracy capabilities whenever the condition are possible, for every grind site as well as each site that could not be grinded. The collection devices must be capable of collection multiple fields of attribute data for each point including but not limited to: street name, address, machine used, project phase, linear feet of the grind site, date and time collected, and damage points that could not be grinded. The coordinate projection of the data must be the same projection used by the City of Orlando. The device should be capable of delivering this data via an ESRI Geodatabase and will be delivered monthly via email or potentially through an automatic connection to an asset management system. After the Contractor submits the monthly report, City staff will verify and document the reported work.

D. Advance Notification of Work: The Contractor shall coordinate with the Streets and Stormwater Division two weeks in advance of initiating work in the identified Work Areas in a manner agreed upon by the Contractor and City prior to contract execution.

E. Mobilization: There are no additional costs for mobilization. If the Contractor completes work in one Work Area in less than a full day and needs to move to another Work Area in the same day, the Contractor may not charge a fee for mobilization between Work Areas. The work will be continuous throughout the year. Mobilization is included in the Contract linear price.

F. Damage to Grass/Vegetation Areas: Grass or landscaped areas damaged by the Contractor shall be restored at the Contractor's expense to conditions that are equal to or better than the existing conditions prior to commencement of work. Restoration shall be at the direction of Streets and Stormwater staff.

G. Utility Conflicts and Coordination: If the Contractor damages any utilities, they shall immediately notify the Utility Company and Streets and Stormwater Division within 30 minutes of the damage. Any damage to existing utilities shall be repaired at the Contractor's expense.

H. Damage to Existing Irrigation System: If the Contractor damages any portion of an existing irrigation system they shall immediately notify the Property Owner either through personal contact or leaving their contact information to the extent practicable. The Contractor shall also notify the Streets and Stormwater Division within one hour of the damage. Any damage to existing irrigation systems shall be repaired at the Contractor's expense.

I. Clean up: Should the integral vacuum system fail to collect all debris, the Contractor shall sweep the sidewalks thoroughly after the grinding operation. All debris collected shall be removed and disposed to a recycling location or to a location approved by the Streets and Stormwater Division.

J. Permits and Traffic Control: The Contractor shall furnish and install all construction signs, pavement markings, barricades, and all other safety controls for the duration of each work-area. The Contractor must notify the City where they are working by e-mail or telephone. The Traffic Control Manager will determine if permits are required. The Contractor is responsible for compliance with any permits determined necessary by the Traffic Control Manager. The Contractor shall have a certified Florida Department of Transportation Intermediate Maintenance of Traffic (M.O.T.) Control person.

K. Measurements: Measurement is based on a liner foot of grinding regardless what the thickness is of the sidewalk.

#### IV. **PART TWO - CONCRETE REPAIR & CONSTRUCTION**

##### A. General

##### 1. Scope of Work

The Contractor shall furnish all labor, material, and equipment necessary to perform all operations for the various types of repairs and clean ups that is necessary during the course of making repairs and constructing various concrete. The location of the work is Citywide and the work will be assigned geographically whenever possible.

In general, the Scope of Work and the types of repairs involved will be as follows:

- a. Concrete: Remove and construct sidewalks, where assigned.
- b. Sod/Grass/Plant/Landscape: Replacement of Sod to the original state and possible landscaping.

## 2. Quality Assurance

Concrete work shall conform to all regulations of local, state and federal authorities, including safety, health and pollution related. The latest edition of the City's Engineering Standards Manual (ESM) and the latest edition of the ADA Standards for Accessible Design shall apply.

### B. Products

1. **Concrete**: The materials shall meet the requirements of the latest edition of the City's Engineering Standards Manual (ESM).
2. **Graded Aggregate**: The materials shall meet the requirements of the latest edition of the City's Engineering Standards Manual (ESM).
3. **Irrigation Pipes**: If repair of these is needed, any of the most commercially available PVC and metal pipes are acceptable.
4. **Equipment**: A ready-mix concrete delivery truck will be necessary for pours.

### C. Execution

1. Concrete Repair/Construction (driveways, sidewalks, curbs, etc.)
  - a. Most concrete sidewalk repair jobs will involve about 2 to 3 sections of sidewalk to be removed, formed and re-poured.
  - b. All concrete used shall be at least the same quality used in the original case and re-poured using 3,000-psi concrete. All concrete must be plant batch mixed and no on-site bag mixed concrete will be allowed.
  - c. Where jobsites and plans call for steel reinforcement to be placed in the sidewalk, retaining walls, etc., such reinforcement shall conform to the requirements of the latest edition of the City's Engineering Standards Manual (ESM) and the latest edition of the ADA Standards for Accessible Design. A WWF or a welded wire fiber mesh and tie may be required to be laid in place during the pouring of concrete.
  - d. Forms used for this work shall be made of either wood, or metal, and shall have a depth equal to the depth of the concrete being deposited. Forms shall be straight, clean, free from warp or bends and of sufficient strength.
  - e. Foundation: If the work area under the concrete has been cut, it shall be filled to the correct depth first and shall be compacted to a minimum of 95% density.

f. Expansion Joints: If expansion joints were part of the original set up, (say between the sidewalk and the curb or driveway or at fixed objects), then these shall be formed with a pre-formed joint filler and shall be ½ inch joints.

g. Contraction Joints: If part of the original set up, shall be replaced to the original type – that is either the “open type” or “sawed”. Joints shall be at least 1-1/2 inch deep.

h. Placement: Place concrete using methods, which prevent segregation of mix. Concentrate along the face of forms. Use only square-faced shovels for hand spreading and consolidation. Deposit and spread concrete in a continuous operation between joints, as far as possible. Give options to set the Forms. The latest edition of the City’s Engineering Standards Manual (ESM) and the latest edition of the ADA Standards for Accessible Design for mixing and placing concrete.

i. Finishing: Smooth the surface by spreading and floating. Use hand methods only. Test surface for trueness. Re-distribute concrete if required, to remove surface irregularities and to provide a smooth, continuous surface. Work all edges of walks and slabs with a 1/8" edging tool. Fiber broom finish perpendicular to the edge of the walk. Do not remove forms for 24 hours after the concrete has been placed. After removal, clean ends of joints, remove and replace areas of major defects. Backfill all exposed sides of finished work with soil.

j. Curing: Protect and cure finished concrete paving, complying with applicable requirements of the City of Orlando. Commence placement of curing compound as soon as the concrete has hardened sufficiently to permit application of curing material without marring the surface. Replace

immediately any curing material removed or damaged during the curing process.

k. Tree root pruning and grubbing is required with a majority of the concrete repairs. ALL TREE ROOTS MUST BE CLEANLY CUT (no ax cuts) while accomplishing this task. The raw use of a skid loader or backhoe to grub tree roots will not be allowed. Close coordination between the City and Contractor must take place with tree root pruning.

## **2. Soil Replacement**

Contractor is responsible to restore the work area with clean backfill and all areas are to be leveled and graded.

## **3. Re-Sodding**

On most occasions, re-sodding will become necessary as part of repair and construction work. The contractor is required to replace the same type and quality of sod that existed before. Occasionally, some landscaping work may be required. Landscaping must be restored to original or better conditions and to the satisfaction of private property owners. New sod shall match existing undisturbed sod (Bahia or St. Augustine).

#### 4. Pipe Repair

Contractor will be responsible for all irrigation and water line repairs damaged during the course of work. If repairs are made, the contractor must turn on the irrigation system to ensure it is working properly. This may require coordination with the property owner.

#### 5. Clean-up

Without exception, Contractor MUST police and remove all construction material, excess wet concrete, concrete pieces and slabs, trash and debris from job site daily and legally dispose of them off the property.

#### 6. Safety and Protection

The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby. The Contractor will check for any existing utilities in the work area through underground locator service and will be responsible for the damage to such utilities, including sprinkler systems.

### V. POLLUTION AND NOISE CONTROLS

A. Noise Control: Noise Control shall be in accordance with Federal, State, and City regulations. The Contractor shall comply with all City Ordinances and Regulations dealing with noise abatement.

B. Vibration Control: Vibration Control shall be in accordance with Federal, State, and City regulations. It is the Contractor's sole responsibility to prevent damage from vibration to adjacent structures and property.

C. Air Pollution Controls: Air Pollution Control shall be in accordance with Federal, State, and City regulations.

#### 1. Fugitive Dust

a. Do not cause or allow the emissions from any transport, handling, construction or storage activity to remain visible in the atmosphere beyond the property line of the emission source.

b. Take precautions to minimize dust emissions from operations involving demolition, excavation, grading, clearing of land and disposal of solid waste.

c. Do not cause or allow particulate matter to exceed 100 mg/m<sup>3</sup> when determined as the difference between upwind and downwind samples collected on high volume samples at the property line for a minimum of five hours.

d. Take precautions to prevent visible particulate matter from being deposited upon public roadways as a direct result of construction or hauling operations. Precautions shall include the removal of particulate matter from equipment before movement to paved streets, or the prompt removal of material from paved streets onto which such material has been deposited.

## 2. Solid and Hazardous Waste

a. Solid and Hazardous Waste Control shall be in accordance with Federal, State, and City regulations.

b. The Contractor is solely responsible for the disposal of any hazardous waste that is generated by the Contractor's operation.

c. Execution: In order to implement these regulations, Contractor shall use the following procedures and techniques:

## 3. Air Pollution

### a. Dust

1. Cover loads of materials, debris and soil transported from construction sites.
  2. Daily water down and sweep streets, which have heavy volumes of construction vehicles carrying debris and excavated materials.
  3. Establish regular cycles and locations for washing trucks, which haul soil from the site.
  4. Water down construction sites as needed to suppress dust, during handling of excavation soil or debris or during demolition.
- b. Burning of wastes on site is prohibited. Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.
- c. Use construction equipment, which has been designed and equipped to prevent or control air pollution in conformance with the regulations of the EPA, state and local authorities. Contractor shall have available evidence of such design and equipment shall be maintained and made available for inspection by Construction Manager.
- d. Establish and maintain records of the routine maintenance program for internal combustion engine powered vehicles and equipment used on the project. These records shall be held available for inspection by Construction Manager.

## 4. Solid and Hazardous Waste

a. Solid wastes may be disposed of in a number of ways, including reuse on the project, sale for fuel, through controlled incineration, donation to other public private dump sites, either free or for a fee. The method of disposal is restricted according to the classification of the waste material by the CFR 40 - 190 to 399, and by local requirements.

- b. Hazardous material shall be disposed of in Class I or Class II-1 waste disposal facilities.
- c. Haul routes for transporting solid or hazardous wastes are subject to the approval of Construction Manager.

## VI. INSPECTIONS AND OBSERVATIONS

A. The City Representative or designee will make periodic reviews of the entire site to evaluate the Contractor's performance. The Contractor will, on sole judgment of the City Representative or his designee, make necessary repairs and adjustments required to fulfill the obligations and conditions of the Contract.

B. Contractor personnel are expected to conduct themselves in a courteous manner, performing their functions with the appropriate professionalism.

## VII. MEASUREMENT AND PAYMENT

A. Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under Pay Items. Work for which there is not a pay item will be considered incidental to the Contract and no additional compensation will be allowed.

B. The City reserves the right to modify work as may be necessary, and increase or decrease quantities of Work to be performed, including deduction or cancellation of any one or more of the Pay Items. Changes in the Work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of the Work to be performed, the Contractor will accept payment according to Contract Unit Prices that appear in the original contract.

C. The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price cost for completing the work in its entirety. Should the Contractor feel that the cost of any item of the work has not been established by the Bid Form, Contractor shall include the cost for the work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

D. The quantities for payment under this Contract shall be determined by actual measurement and payment of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

E. Work performed by the Contractor outside the limits of construction shall be at the Contractor's expense.

F. Invoice Processing

1. Contractor will invoice the City per location. The Contractor shall list the linear feet of work completed per location in the spread sheet provided by the Contractor.

2. Contractor shall submit to the City Representative an invoice for completed work only after a field inspection of work has been jointly verified with representatives of the Contractor and City. The City Representative shall issue a Work Order Acceptance Certificate to the Contractor upon successful verification of the completed work. All Invoices shall be presented to Streets & Stormwater Division 1010 Woods Ave. Orlando, FL 32805, for processing.

G. Payment of Subcontractors. Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with §218.735 (6) et sq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.



## **SPECIAL CONDITION CLAUSES**

### **Price Adjustment Applicable to Approved upon Renewal Contract Terms Only:**

#### **Automated Order Entry System:**

Bidders should furnish with their bid submittal details of any automated order entry system available for use by the City.

#### **Bid Security:**

Bid Security shall be made payable to City, in an amount equal to ten percent of the bidder's Total Base Bid in the form of a certified check, cashier's check, or a Bid Bond issued by a Surety that is licensed to conduct business in the State of Florida and has at least an "A-" rating in accordance with the most current A.M. Best Company financial strength rating.

The Bid Security of the low bidder shall be retained until such time as the City has executed and provided the awarded bidder with the Contract and Acceptance Form, and the bidder has furnished the required contract security, any insurance certificates and endorsements, whereupon it will be returned. If the low bidder fails to comply with the solicitation requirements, or to furnish any required contract security or required insurance certificates and endorsements, within seven (7) days of the notification of intended award, the City may cancel the intended award and the Bid Security of that bidder may be forfeited up to the difference between the total bid of the forfeited bidder and the next lowest bidder.

The Bid Security of all other bidders may be retained until the earlier of thirty (30) days after execution of the Contract and Acceptance Form or ninety (90) days after bid opening, whichever occurs first.

#### **Bid Specifications:**

Specifications referenced throughout this solicitation refer to the products listed on the Bid Price Form, page 48. See Standard Terms and Conditions, Specifications, Item 8, page 26, regarding the approval process for equivalent equipment or materials.

#### **Payment of Subcontractors**

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with §218.735 (6) et seq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

#### **Periodic and Final Cleaning**

The Contractor shall:

- A. Schedule periodic cleaning to keep the worksite and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris resulting from construction operations;
- B. Provide on-site container for the collection of waste materials, debris, and rubbish;
- C. Dispose of waste materials, debris, and rubbish from the Owner's property;

- D. Upon completion of work in each area, provide final cleaning and otherwise return space to a condition suitable for use by the City;
- A. Conduct cleaning and disposal operations to comply with City codes, ordinances, regulations, and environmental laws.

**Performance Bond and Payment Bond**

In accordance with Florida Section 255.05(1)(a), Florida Statutes, a Performance and Payment Bond is required of anyone entering into a formal contract with the City for the construction or repair of a building or public works project. The City reserves the right to waive the requirement at any time for any contract of \$200,000.00 or less.

Accordingly, if the amount bid by the awarded bidder exceeds \$200,000.00, a Payment and Performance Bond will be required in the amount of the awarded bidder's bid or in such other amount as may be directed by the City in writing within fifteen (15) days of the award of any contract resulting from this solicitation. No work shall be done prior to the delivery of a Payment and Performance Bond meeting the requirements of this Section to the City.

In the event that the awarded bid amount is less than \$200,000.00, a Payment and Performance Bond will be required thereafter in such amount as determined by the City if at any time, for any reason, including but not be limited to increased quantities or usage or extension or renewal, the value of the contract exceeds (or may reasonably be expected to exceed) \$200,000.00 as determined by the City. Such bond shall be acquired and delivered to the City within fifteen (15) days of notice from the City that a bond is required. Upon notice from the City that a bond is required no further work under the contract shall be undertaken until such time as a bond in conformance with this Section has been delivered to the City.

The Contractor shall include the cost of any bonds required hereunder in their bid. If bonds are required hereunder and the term of the contract between the City and the Contractor is extended or renewed, Contractor shall provide a new or amended bond to reflect the new or extended period and increased value of the contract within fifteen (15) days of extension or renewal. The failure by Contractor to submit any conforming bond when required by this Section shall constitute grounds for termination of the contract by the City.

All Payment and Performance Bonds shall be recorded by the City with the Clerk of the Circuit Court of the county where the work is located. These bonds shall remain in effect at least until one (1) year after the date of substantial completion of the entire work assigned to Contractor under the contract, except as otherwise provided by applicable laws or regulations.

All bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable laws. All bonds shall be executed by such sureties as are licensed to conduct business in the state of Florida and, except as otherwise provided by applicable laws and regulations, are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of its authority to act.

If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its license to do business in the state of Florida is terminated or it ceases to meet the requirements of this Section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be in accordance with these requirements and acceptable to City.

In addition to the other bonding requirements, the surety (ies) named on the Performance Bond and Payment Bond submitted by Contractor shall be subject to the approval of City. If City has a reasonable objection to the proposed Surety, City may require Contractor to submit an acceptable substitute.

**Quantities**

The quantities for the items listed in this solicitation are estimated annual quantities for bid evaluation purposes only and should not be construed as representing actual quantities to be purchased. Moreover, it is understood by all bidders that the City is not obligated to purchase any minimum or maximum amount during the life of a contract resulting from this solicitation.

**Favored Customer Clause:**

Should the awarded bidder (also referred to hereinafter as “Contractor”), of a contract resulting from this solicitation sell the same or substantially the same products or services as listed in this solicitation to another Governmental Agency, within the State of Florida, at a lower price than the price listed in this solicitation, the awarded vendor agrees to extend that same discounted price to the City of Orlando.

**GENERAL CONDITIONS****Bidder should read and follow the following instructions.**

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided on the Bidder's Certification Form.
2. **SEALED BIDS:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified herein and on any attached sheets, specifications, standard terms and conditions and special conditions.
3. **NO BID FORM:** In the event you elect not to bid this requirement, respond by returning this form, marking it "NO BID" and the reason therefor. NOTE: To qualify as a respondent, bidder must submit a "BID" or "NO BID" and it must be received no later than the stated bid opening date and time.
4. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form, with the total bid amount being read aloud. It is the bidders responsibility to assure that their bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be returned but will be retained in the "BID FILE" unopened. Telephone or telegraphic bids cannot be accepted.
5. **PRICES, TERMS, and PAYMENT:** All prices must be firm for the delivery schedule quoted herein. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any City of Orlando Department unless otherwise stipulated in the bid invitation. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Orlando to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Accounts Payable Office, whichever is later.
  - a) **TAXES:** The City of Orlando does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8015427957C-9 and is also stipulated on all our Purchase Orders.
  - b) **POLITICAL SUBDIVISIONS:** Under Florida Law, prices contained in State Contracts shall be available to the City of Orlando, who might wish to purchase under a State Purchase Contract. The City of Orlando therefore reserves the right to purchase any commodities from a State Purchase Contract if in the best interest of the City.
  - c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be a bidder's risk.
  - d) **CONDITION and PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
  - e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
  - f) **MARKING:** Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the vendor and must also clearly indicate the City of Orlando Purchase Order Number.
  - g) **INVOICING and PAYMENT:** The supplier shall be paid in accordance with Florida Statutes, upon submission of invoices to: The Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida 32801. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this bid. All invoices must show the City of Orlando Purchase Order Number.
6. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Orlando. Further, all bidders must disclose the name of any City of Orlando employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the bidders firm or any of its branches.
7. **AWARDS:** As the best interest of the City of Orlando may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any all bids or waive any informality or technicality in bids received.
8. **INSPECTION, ACCEPTANCE, and TITLE:** Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Orlando, unless loss of damage results from negligence by the City of Orlando or its Departments.
9. **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Orlando's Chief Procurement Officer shall be final and binding on both parties. All disputes between the parties shall be resolved in accordance with the City Procurement Code, (Chapter 7 of the City Code).
10. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.
11. **LIABILITY:** The vendor shall hold and save the City of Orlando, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the purchase order or contract which may result from this bid.

**NOTE: ANY AND ALL STANDARD OR SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

**STANDARD TERMS AND CONDITIONS****1. RECEIPT OF BIDS:**

- a. Bids shall be submitted electronically via Vendorlink to the Procurement and Contracts Division prior to the date and time specified herein. Bids will not be accepted after the designated time and date. It is solely the responsibility of the bidder to ensure timely delivery of their bid submittal.
- b. Each bid shall be submitted electronically and marked with the bid number, title of the bid, and bid opening date and time.

City of Orlando  
Procurement and Contracts Division  
Attention: David Billingsley, CPSM, C.P.M.  
Chief Procurement Officer  
C/O Purchasing Agent: **Silvia Coste, CPP, Senior Purchasing Agent**  
400 South Orange Avenue, Fourth Floor  
Orlando, Florida 32801

**2. COMMUNICATIONS; QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:**

- a. To protect the integrity of the solicitation process and ensure fair consideration of all respondents, a prohibited communication period is hereby established commencing as of the time of the issuance of this solicitation and terminating upon execution of a contract (or, if the solicitation is cancelled, upon cancellation of the solicitation). Except for communication with the City's designated point of contact set forth in this solicitation or as otherwise authorized by the City's Chief Procurement Officer, during the prohibited communication period, the City prohibits communication regarding the solicitation by a respondent or potential respondent (or on a respondent or potential respondent's behalf) to or with any officer, elected official (including the Mayor and City Council), department, division, office, or employee of the City, or any other person or entity providing advice to the City related to this solicitation. During the prohibited communication period, all contacts and communications regarding the solicitation by a respondent, or potential respondent, including their agents, representatives and others on their behalf, shall be directed to the City's Procurement and Contract Services Division in the manner provided below in this solicitation, unless otherwise authorized by the City's Chief Procurement Officer. Prohibited contact or communications during the prohibited communication period may result in disqualification from the solicitation process, rejection of the solicitation, or termination of any resulting contract as determined by the Chief Procurement Officer. In addition, prohibited contact or communications may also be grounds for suspension and debarment of a respondent or potential respondent under the City's Procurement Code.
- b. Any questions by a bidder relative to the interpretation of specifications or the bid process shall be addressed in writing as indicated below. In order to be answered prior to the submittal deadline, questions must be received by the Procurement and Contracts Division ten

(10) days prior to the date set for the receipt of bids. Please see the "Written Question(s) Form" under Forms and Submittals Section of this solicitation. Any interpretation made to prospective bidders with respect to questions submitted prior to the cut-off date for questions to be answered prior to the submittal deadline will be expressed in the form of an Addendum to the specifications which, if issued, will be conveyed to all prospective bidders no later than five (5) days before the date set for receipt of bids. Oral answers will not be authoritative.

- c. It will be the responsibility of the bidder to contact the Procurement and Contracts Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.
- d. All communication and contact regarding this solicitation shall be directed to the Purchasing Agent referenced on the cover page of this Invitation for Bids:

Silvia Coste, CPP, Senior Purchasing Agent

[silvia.coste@orlando.gov](mailto:silvia.coste@orlando.gov)

City of Orlando

Procurement and Contracts Division

City Hall at One City Commons

400 South Orange Avenue, Fourth Floor

Orlando, Florida 32801

(407) 246-2291

Fax (407) 246-2869

Website: <http://www.cityoforlando.net/procurement/>

### **3. TERM OF THE CONTRACT:**

The term of the contract resulting from the solicitation, shall be for an initial twelve (12) month period. The contract may, by mutual assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

### **4. BIDDER'S CERTIFICATION FORM:**

Each bidder shall complete the "Bidder's Certification Form" included with this Invitation for Bids. The form must be acknowledged before a Notary Public with notary seal affixed on the document. The failure of a bidder to include this document with their bid submittal will be cause for rejection of the bid.

### **5. SUBMITTAL OF BIDS:**

Bids shall be submitted electronically via vendorlink the bid form(s) provided herein. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount provided by a bidder for any item are not in agreement, the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected to conform thereto.

**6. BID INFORMATION:**

It is incumbent on the bidder to check the City of Orlando's website at <https://vendorlink.cityoforlando.net> or contact the Procurement and Contracts Division for current bid and award information, prior to and after the scheduled opening date of a solicitation, in accordance with the instructions provided herein, in section entitled, "Invitation for Bids Award Information".

**7. EXCEPTIONS TO TERMS AND CONDITIONS:**

When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's bid document(s). Inclusion of additional terms and conditions, such as those which may be on your company's standard forms, may result in your bid being declared non-responsive.

**8. SPECIFICATIONS:**

- a. The Specifications shown in the Invitation for Bids are intended to represent items of a quality level known to meet City's requirements. While the City endeavors to promulgate written Specifications that are accurate and nonrestrictive for bidding purposes, they may also reference an item by manufacturer's name and model number. Bidders are cautioned that in the event of a discrepancy therein, such difference must be timely questioned in writing. Any written question must be received by the Procurement and Contracts Division by the time set on this solicitation.
- b. If any proprietary, trade, brand, or manufacturers' name or part number is used herein in describing the required equipment or materials, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude equipment or goods that equals or exceeds the functional capability and quality of the named equipment. The City, in its sole discretion, shall determine whether equipment or goods are equivalent in capability and quality.

Bidders are strongly encouraged to submit equivalent equipment or materials for consideration during the question and answer period. If equivalent equipment or materials is proposed, indicate the manufacturer's name and model number for the equipment and include any literature or other explanation of the equipment's quality or performance with your bid.

- c. The equipment bid herein shall be new and shall be of the current production model. If applicable, detailed equipment specifications for make and model offered shall be provided with bid.
- d. Bidders may be required, at no expense or liability to the City, to make available for test/demonstration, equipment equal in all aspects to the equipment bid, and/or equal equipment that may be seen under operating conditions in the Central Florida area.

**9. SILENCE OF SPECIFICATIONS:**

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as

meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

**10. DISCOUNTS:**

Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

**11. ALTERATIONS/CHANGES TO BID PRICE FORM(S):**

Bidder shall not change or otherwise alter the quantity or unit designations on the Bid Price Form(s). The unit price bid and total extensions must correspond to these designations. Each line item will be extended as indicated (quantity x unit price). The unit price shall prevail.

**12. ADDENDA:**

It is the bidder's responsibility to contact the Procurement and Contracts Division prior to submitting a Bid to ascertain if any Addenda have been issued, to obtain all such Addenda, and return executed Addenda with the Bid. If you have downloaded this Bid from the Internet, please ensure that you also download all such Addenda. The failure of a bidder to submit acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.

**13. "NO BID" RESPONSE FORM:**

In the event you elect not to bid on this requirement, please complete and return the "No Bid" form included in this solicitation.

**14. OPENING OF BIDS:**

Electronic bids will be received in the Procurement and Contracts Division until the due date and time as specified in this Invitation for Bids. Bids will be opened and the total bid amount shall be publicly read aloud immediately following the published due date and time. No responsibility will attach to the City for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.

**15. BIDDER QUALIFICATION:**

Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service. The City reserves the right to request information or conduct an inspection of the bidder's facility and equipment prior to the award of the contract.

Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a contract under the terms and conditions herein stated.



The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

Failure to comply with the established deadline for submittal of required documents may be grounds for disqualification.

**16. INSPECTION OF PUBLIC RECORDS:**

Bidders may request copies of the solicitation records in person or by written request to the City Records and Archive Management Services located at 400 South Orange Avenue, 2<sup>nd</sup> Floor, Orlando, Florida, 32801 or by calling (407) 246- 2148. You may also email your request to [records@orlando.gov](mailto:records@orlando.gov) . Pursuant to Florida State Statute Chapter 119.07, sealed bids are exempt from public inspection until such time as the City provides Notice of Intended Action or until thirty (30) days after bid opening, whichever is earlier.

**17. IRREGULAR BIDS:**

Bids made on other than the documents furnished by the Procurement and Contracts Division may not be considered. Changes in phraseology, additions, or limiting provisions made on the Invitation for Bids may render the bid irregular and may cause rejection. The City's Chief Procurement Officer, however shall have the authority to waive minor irregularities.

**18. UNBALANCED BIDS:**

At determined by the City's Chief Procurement Officer in the CPO's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the Chief Procurement Officer's opinion, the prices are, or appear to be, excessively unbalanced.

**19. WITHDRAWAL OF BIDS:**

After bid opening, no changes in bid prices or other provisions shall be permitted. Bidders may withdraw or correct a bid prior to the stipulated date and time for the opening of bids upon a written request to the City's Chief Procurement Officer.

**20. EVALUATION OF BID AWARD:**

The City reserves the right to award the bid to the responsive and responsible bidder who submits the lowest bid meeting specifications. For purposes of this solicitation, the determination of the responsive and responsible bidder submitting the lowest bid shall be made after the application of all applicable programs and preferences established by the City, including but not limited to the City's MBE/WBE program and VBE preference. In determining whether a bidder is responsible, the City reserves the right to consider matters such as, but not be limited to, quality offered, delivery terms, and service reputation of the bidder.

**21. AWARD OR REJECTION OF BIDS:**

The City's Chief Procurement Officer reserves the right to accept any, all or part of any bids, to waive minor irregularities, or to reject any, all or part of any bids, and to advertise for new bids, as the interest of the City may require. The City's Chief Procurement Officer also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract. In determining responsibility, the following other qualifications, in addition to price, may be considered by the City's Chief Procurement Officer:

- a. The ability, capacity and skill of the bidder to perform the service required.
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies, or services, to the particular use required.
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- i. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.
- j. Such other information as may be relevant or secured.

**22. SELECTION/REJECTION OF OPTIONS:**

The City of Orlando reserves the right to select/reject options which are bid, based on price and other considerations as deemed to be in the best interests of the City.

**23. MULTIPLE AWARDS:**

The City reserves the right in its sole discretion after evaluation of all responsive bids, to award the work described herein to more than one responsive and responsible bidder. In such cases where an award is made to more than one responsive and responsible bidder, the City shall apportion the work among the various primary, secondary and alternate providers in such manner and at such time as it deems appropriate under the circumstances in its sole discretion and no minimum amount or proportion of work is guaranteed to any single provider or class of providers irrespective of such provider's designation as primary, secondary or alternate.

**24. CONTINGENT FEES:**

The bidder warrants that no City official or employee was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

**25. IRREVOCABLE OFFER:**

The submission of a bid shall constitute an irrevocable offer to the City by the bidder for a period of ninety (90) days from the date of bid opening to provide the goods and services set forth in this solicitation upon the terms, conditions, and provisions of this solicitation, at the pricing set forth in the bid.

**26. PRICING AND ORDERING:**

The City will issue purchase orders directly to the awarded bidder for the purchase of supplies and materials. The awarded bidder shall honor these orders in accordance with the terms and conditions of the solicitation and their pricing and discounts terms as listed in their bid submittal. Unless otherwise specified, the awarded bidder shall stock sufficient quantities of supplies to meet the requirements of the City on an "as-needed" basis within seventy-two (72) hours after being notified of such requirements by the City.

**27. RETURN OF MERCHANDISE:**

All items delivered must meet the Specifications herein. Items delivered not as specified will be returned at no expense by the City of Orlando. The City may return, for full credit, any unused items received which fail to meet the city's performance standards. Replacement items meeting Specifications must be submitted within a reasonable time after rejection of the non-conforming items. The supplier is to accept for full credit, any merchandise returned by the City within ninety (90) days from the delivery or pick up date. All merchandise to be acceptable for full credit is to be returned in a condition to allow for resale by the vendor and include reference to an applicable Vendor Invoice or Packing List. Full credit is to include all costs paid by the City related to the subject merchandise as determined by the appropriate Vendor Invoice or Packing List.

**28. CONTRACT SALES REPORT**

The Contractor shall report sales and usage data to the City on an annual basis in Excel spreadsheet format. The following data at a minimum must be reported for each item included on the Price Form that is procured during the reporting period:

- Contract name and number
- Contractor name
- Reporting period
- Department/Division/Location name
- Order date
- Item description
- Manufacturer name
- Manufacturer part number
- Unit of measure
- Quantity
- Contractor's list price

- Unit price
- Extended price
- Total purchase amount for the quarter

Submission of Contract Sales Reports is the responsibility of the Contractor, without prompting or notification by the City. The Contractor will submit by email the completed Contract Sales Reports to the Purchasing Agent identified in the Contract. The City shall work with the Contractor to develop the approved electronic format and content of the Contract Sales Reports to be used by the Contractor.

Failure to provide Contract Sales Reports, including no sales status, may be grounds for default and /or cancellation of the Contract.

**29. FAMILIARITY WITH SITE WORK AND CONDITIONS:**

The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the bidder's. Submission of a bid shall constitute acknowledgment by the bidder that it is familiar with all such conditions. The failure or neglect of a bidder to familiarize itself with the site of the proposed work, shall in no way relieve it from any obligations with respect to its bid.

**30. RIGHT TO AUDIT RECORDS:**

The City shall be entitled to audit the books and records of a Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

**31. ASSIGNMENT:**

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the contract or under any purchase order issued pursuant to the contract, without the prior written consent of the City. The Contractor shall give full attention to the contract, to the faithful execution of the contract, and shall keep the same under its control.

**32. FISCAL YEAR FUNDING APPROPRIATION:**

a. Specified Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City provided funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

b. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

33. **APPLICABLE LAW AND APPEALS:**

This solicitation is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: [https://www.municode.com/library/fl/orlando/codes/code\\_of\\_ordinances?nodeId=TITIICICO\\_CH\\_7PRCO](https://www.municode.com/library/fl/orlando/codes/code_of_ordinances?nodeId=TITIICICO_CH_7PRCO) or by contacting the Procurement and Contracts Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

34. **WARRANTY:**

Bidder warrants that all equipment, materials and workmanship, whether furnished by bidder or its subcontractor(s), will comply with the City's specifications, drawings and other requirements. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation to Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

35. **CONTRACT AND ACCEPTANCE FORM:**

In order to expedite the contracting process after bid opening and preclude delays occasioned by subsequent contract execution, bidders are requested to sign the Contract and Acceptance Form included with this solicitation and return the form with their bid. In the event that a successful bidder fails to properly execute the Contract and Acceptance Form or return said form (or, if necessary, a letter of authorization) with their bid, the City shall notify the bidder of the City's intent to make an award and the bidder shall submit such form properly executed (together with a letter of authorization, if necessary, as set forth below) within fifteen (15) calendar days of receipt of notice from the City. Unless such time is extended by the City, the failure of a bidder to submit a properly executed form (and, where necessary, a letter of authorization) within said time period shall be cause for cancellation of the intended award by the City in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible bidder or the City's Chief Procurement Officer may decline to make an award. Successful bidders who default in properly executing the Contract and Acceptance Form after notification of the City's intent to make an award shall forfeit any bid security to the City and are subject to suspension and/or debarment by the City. Unless otherwise agreed by the City in its sole discretion, the Contract and Acceptance form shall be executed and notarized as follows:

- a. If the bidder is a corporation, the Contract and Acceptance Form shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).
- b. If bidder is a Partnership, the Contract and Acceptance Form shall be signed by a general or managing partner.
- c. If the bidder is a limited liability company, the Contract and Acceptance Form shall be signed by a Manager or Managing Member having authority to bind the company.
- d. If bidder is a sole proprietorship, the owner shall sign the Contract and Acceptance Form.

If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the bidder's stationery stating that the person who signed the form is duly authorized to enter into such contract on behalf of the bidder. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the City. If you have any questions regarding the execution of the Contract and Acceptance Form, please contact the Procurement and Contracts Division at (407) 246-2291 for further clarification.

If a bid is accepted by the City of Orlando, the Contract and Acceptance Form will be executed by the City with respect to the items awarded and returned to the bidder evidencing the City's acceptance of the bid. No award shall be final, and no bidder shall have any entitlement to a contract or award, until such time as the City has executed the Contract and Acceptance Form. Upon execution by both parties, the Contract and Acceptance Form will constitute the formal written contract between the City of Orlando and the bidder. Any such resulting contract shall be non-exclusive, and the City may procure the goods and services listed in said contract from other sources. Within one (1) week of receipt of the fully executed Contract and Acceptance Form, an awarded bidder shall provide to the City with any required bonds, indemnities, and insurance certificate(s).

**36. ACCEPTANCE OF MATERIALS/SERVICES:**

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using Department of its satisfaction that the Work is completed, in accordance with solicitation specifications. The Work under this Agreement shall remain the property of the Contractor until the City accepts such work. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the City reserves the right to cancel the Agreement upon written notice to the Contractor.

**37. CONTRACT ALTERATIONS:**

No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City's Chief Procurement Officer or the CPO's designee.

**38. INDEMNIFICATION:**

The awarded bidder agrees to indemnify and hold harmless the City, its elected officials, officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including

attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with the contract.

**39. INSURANCE:**

- a. General Insurance Requirements. Within seven (7) days of receipt of a notification of intended award from the City, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the awarded bidder has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the contract term. Should a Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate the contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.
- b. Subcontractors. Unless expressly specified otherwise in this solicitation, a Contractor and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of a Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.
- c. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and his subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than 30 days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than 10 days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the Procurement and Contracts Division at the address set forth for delivery of the bid.
- d. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation and Employers' Liability shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its

subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

- e. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.
- f. Types of Coverage to be Provided. The awarded Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.

(i) Workers' Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

|                       |                           |
|-----------------------|---------------------------|
| Workers' compensation | Statutory                 |
| Employer's Liability  | \$100,000 each occurrence |

(ii) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

|                   |                             |
|-------------------|-----------------------------|
| Bodily injury and | \$1,000,000 combined single |
| Property damage   | limit each occurrence       |

(iii) Commercial General Liability. This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under its contract with the City, and "completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:



Bodily injury and  
Property damage

\$1,000,000 combined single  
limit each occurrence

**40. LICENSES:**

Unless otherwise extended by the City, the awarded bidder will be required within fifteen (15) calendar days of award date, to provide any and all local, state, and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the contract.

**41. AUTHORITY:**

The City's Chief Procurement Officer or the CPO's written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

**42. PUBLIC ENTITY CRIMES:**

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid with a public entity for the construction or repair of a public building or a public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

**43. PROMPT PAYMENT ACT:**

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

**1. Proper Invoice**

For purposes of billing submission and payment procedures, a "proper invoice" by a Contractor, vendor or other invoicing party shall consist of at least all of the following:

- a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- b. the amount due, applicable discount(s), and the terms thereof;
- c. the full name of the vendor, Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- d. the Purchase Order or contract number as supplied by the City; and
- e. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Business and Financial Services Department, City of Orlando, 400 South Orange Avenue, P.O. Box 4990, Orlando, Florida, 32802-4990.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, Contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

2. Dispute Resolution

In the event a dispute occurs between a Contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the City's Chief Procurement Officer shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

44. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:**

At the option of the awarded vendor, the submission of any bid in response to this Invitation for Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

45. **EQUIPMENT:**

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

46. **TERMINATION FOR CONVENIENCE:**

The City's Chief Procurement Officer may terminate any contract resulting from this solicitation for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all work properly performed or materials provided prior to the effective date of termination and for all portions of materials, supplies,

services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination.

**47. DRUG-FREE WORKPLACE CERTIFICATION:**

By submitting a bid in response to this Invitation for Bids, you are certifying that your company is a drug-free workplace in accordance with Florida Statute §287.087.

**48. AMERICANS WITH DISABILITIES ACT:**

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801 telephone (407) 246-2291, not later than seven (7) days prior to the date on which the accommodation is requested.

**49. PURCHASING CARD PROGRAM:**

The City of Orlando uses the VISA Purchasing Card Program to streamline our procurement process. In order to expedite payments to suppliers, The Bank of America VISA Purchasing Card and ePayable solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing and payment system. As one of the City of Orlando's valued suppliers, your business may also achieve cost savings results by accepting the ePayables solution. Identified supplier benefits of this Program may include:

- Reduction of payment time
- Direct electronic deposit to your primary banking account
- Increase in working capital
- Elimination of invoicing
- Reduced collection efforts
- Enhanced corporate relationships
- Reduced billing costs
- Enhanced reporting
- Increased sales as a "Preferred Supplier"

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards, therefore, The City encourages all vendors to accept the VISA ePayable solution.

**50. RECIPROCAL LOCAL PREFERENCE:**

In the event the lowest responsive and responsible response to any Invitation for Bids or Request for Proposal is by a vendor whose principal place of business is in a city, county, or state which grants a preference for the procurement of such goods or services to a vendor whose principal place of business is in such area, then the City may award a preference to the (next) most responsive and responsible vendor having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties). Such preference shall be equal to the preference granted by the area in which the lowest responsive and responsible vendor has its principal place of business.

**51. EMERGENCY SUPPORT:**

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City of Orlando shall be provided goods and services on a first priority basis. It is vital and imperative that the citizens of the City are protected from any emergency situation which threatens public health and safety, as determined by the City. Contractor agrees to provide, rent, sell, or lease all goods and services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services acquired before, during and after a disaster, emergency or hurricane. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

**52. SUBCONTRACTORS:**

The Contractor shall perform all of its obligations and functions under the contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to insure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

**53. BID PRICES:**

Unless otherwise specified, Bid Prices must include all costs (labor, overhead, materials) and profit to perform the work specified in this Invitation for Bids. Bid prices shall remain firm for the entire contract period unless otherwise specified or changed by an Amendment. At each renewal period, price increases or decreases may be considered, provided they are reasonable and acceptable to the City. Any Amendment must be in writing and signed by both parties.

**54. GOVERNING LAW / VENUE:**

Any contract entered into as a result of this solicitation shall be deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, [RECORDS@CITYOFORLANDO.NET](mailto:RECORDS@CITYOFORLANDO.NET), TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

**55. RECYCLED CONTENT:**

In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal,

etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content. The City is requesting that bidders provide detailed information regarding any known or potential recycled material content in the product that may be extracted and recycled after the product has served its intended purpose, on the Bidder's Questionnaire as provided in this solicitation.

**56. LIVING WAGE POLICY:**

As set forth in City Policy and Procedure 161.3 (for a copy, contact Procurement at 407.246.2291). Covered Service Contractors, as well as their subcontractors (first tier only), shall pay to all of their employees providing Covered Services pursuant to a contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project). "Living wage" means compensation for employment of not less than \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision or the service Contractor shall allow the City to audit (at service Contractor's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future City contracts at the sole option of the City. This provision shall apply to all bid and Proposal awards for Covered Services, which involve City expenditures that exceed \$100,000.00 per year. More particularly, this provision shall apply to single and multiple award agreements for Covered Services regardless of the initial value of the award whenever City expenditures exceed \$100,000.00 in any one contract year. As for multiple award contracts (contract award which will be divided among several Contractors), at the point when the City has expended \$100,000.00 on that contract in any one-contract year, regardless of whether such expenditure was to one Contractor or several Contractors, then the living wage provision shall apply to all Contractors who are a party to that award. For those contracts whose initial value was less than \$100,000.00 but exceeded \$100,000.00 prior to the end of the contract term, this provision will be applicable to that contract in the next quarter. To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy. A hard copy of the City's Living Wage Policy is also available at the Procurement and Contracts Division.

**57. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:**

In accordance with Section 287.135(2) of the Florida Statutes, "[a] company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company:
  - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or

2. Is engaged in business operations in Cuba or Syria.”

Section 215.473 of the Florida Statutes defines a company to include “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.”

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

Accordingly, firms responding to this solicitation shall execute and return with their response an executed copy of Attachment “D”, Certification Regarding Prohibition Against Contracting With Scrutinized Companies. A contract shall not be awarded to a Respondent who does not submit the certification form at the time of submittal or within seven (7) days of the date the City requests the certification form be submitted, if a Respondent fails to return the form with its response.

**58. ORDER OF PRECEDENCE:**

This solicitation shall be included and incorporated in the purchase order or contract resulting from this solicitation. The purchase order or contract, including any exhibits attached thereto, contains all the terms and conditions agreed upon by the parties. No other contract, oral or otherwise, regarding the subject matter of the contract, shall be deemed to exist or to bind either party hereto. Unless otherwise expressly provided in the purchase order or contract, in the event of any conflict between the terms of the contract or purchase order, the City's solicitation, and the vendor's response, the order of precedence shall be the contract or purchase order, followed by the solicitation, and then the response to the solicitation.

**59. PATENTS AND COPYRIGHTS:**

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under the contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

**60. TERMINATION FOR DEFAULT:**

The performance of Work under the contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of the contract. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the contract, or if the Contractor fails to perform any other provisions of the contract. Notwithstanding the preceding, nothing herein shall be deemed to preclude the Chief Procurement Officer in the CPO's sole discretion on a case by case basis from providing the Contractor with written notice and a reasonable opportunity to cure the default prior to termination.

Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Chief Procurement Officer or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the Chief Procurement Officer, shall constitute authority for the Chief Procurement Officer to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, or not completed. On all such purchases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the Chief Procurement Officer, for any expense incurred in excess of the contract prices.

Such purchases shall be deducted from contract quantities or work. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Chief Procurement Officer. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Chief Procurement Officer that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor. Nothing herein shall be deemed to preclude the City's exercise of any other rights or the City's pursuit of any other remedies that it may have herein or under law or in equity, including but not limited to any right of the City to terminate the contract for convenience.

**61. TIME OF COMPLETION:**

The parties understand and agree that time is of the essence in the performance of the contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances

not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at the CPO's discretion, cancel the contract for the convenience of the City. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

**62. CORRECTION OF WORK:**

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to the contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

**63. INFORMATION:**

All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to the contract, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents as necessary to perform the Work.

**64. SAFETY MEASURES:**

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workmen and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

**65. EXTRA WORK:**

The City, without invalidating the contract, may order changes in the Work within the general scope of the contract consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written amendment to the contract, and shall be executed under the applicable conditions of the contract. If the Contractor plans to make a claim for an increase in the contract price or an extension in the contract schedule/term, it shall first give the City written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the City, and a written approval secured from the using Department and the City's Chief Procurement Officer, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed. No claim for extra work will be considered valid by the City unless first submitted in writing.

**66. FAMILIARITY WITH THE WORK:**

The Contractor acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any



alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of the contract by the Contractor serves as his stated commitment to fulfill all the conditions referred to in the contract.

**67. TITLE AND RISK OF LOSS:**

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

**68. TRADE NAMES:**

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the bidder. The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each bidder clearly states in his bid or proposal exactly what he proposes to furnish and forwards with his bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by his bid. The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, the successful contractor after award and before manufacturer or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

**69. FEDERAL, STATE, AND LOCAL RULES / APPROVALS:**

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

**70. EMPLOYMENT ELIGIBILITY; E-VERIFY SYSTEM**

Pursuant to Section 448.095 of the Florida Statutes, prior to Contract execution and at all times during the term of the Contract, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract and, if longer, for any additional audit period provided to the City in the Contract. Pursuant to Section 448.095(2)(c) of the Florida Statutes, the City, Contractor, or a subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, the City shall

promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Pursuant to Florida Statute, a contract terminated pursuant to subparagraph 1. or subparagraph 2. of Section 448.095(2)(c) of the Florida Statutes is not a breach of contract and may not be considered as such, and the City shall have no liability to Contractor, a subcontractor, or any entity or person arising from or related to such a termination. If the Contract with Contractor is terminated by the City pursuant to Section 448.095(2)(c), the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated and Contractor shall be liable to the City for any additional costs incurred as a result of the termination of the Contract.

**71. CLEAN WORK AREA:**

The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an approved disposal location.

**72. MISCELLANEOUS PROVISIONS:**

By submitting a bid, the bidder shall be deemed to have certified that the contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the work covered by the contract and is in all respects fair and without collusion or fraud. Bidder further warrants and certifies that they are authorized to enter into the contract and to execute same on behalf of the Contractor as the act of the said Contractor.

The contract, including any Exhibits thereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind either party thereto. If any section, sentence, clause, phrase, provision, or other portion of the contract is, for any reason, held invalid or unconstitutional by a court or other body 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 portions of the contract. The contract is solely for the benefit of the parties to the contract and no causes of action shall accrue upon or by reason thereof to or for the benefit of any third parties.

The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

**73. NONDISCRIMINATION POLICY:**

The following provisions shall be included in all City (and Community Redevelopment Agency and Downtown Development Board) bids, RFP's, and other solicitations for goods and services, and incorporated into all contracts resulting from such solicitations:

Contractor shall:

1. Implement an employment nondiscrimination policy prohibiting discrimination in the performance of the contract in the hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability,

age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

2. Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
3. Incorporate the foregoing requirements in all subcontracts related to its contract with the City.

**74. AFFILIATED AGENCIES**

This solicitation is issued by the City of Orlando on behalf of itself and its affiliated agencies, including but not limited to the Community Redevelopment Agency of the City of Orlando ("CRA"), the Downtown Development Board ("DDB"), and the Downtown South Neighborhood Improvement District ("DSNID") (each an "Affiliated Agency"). Upon the written agreement of the Contractor and an Affiliated Agency (or upon the issuance of a Purchase Order by an Affiliated Entity in circumstances where the City places orders by Purchase Order), Contractor shall provide such goods and/or services set forth in this solicitation to an Affiliated Agency upon the same pricing, terms, and conditions set forth in the Contract between the City and Contractor, unless otherwise

agreed in writing by the Contractor and the Affiliated Agency. Except as may otherwise be expressly provided in the agreement or Purchase Order authorizing the acquisition of the goods or services, (i) the procuring Affiliated Agency shall be solely responsible for all obligations and duties, and shall have all rights of the City, with respect to the goods or services procured by the Affiliated Agency; and (ii) Contractor shall look solely to the procuring Affiliated Agency for payment and the performance of any and all other obligations for goods or services contracted for by a procuring Affiliated Agency. With respect to work performed for an Affiliated Agency, actions may be taken on behalf an Affiliated Agency by the Chief Procurement Officer of the City of Orlando, or his designee(s).

**75. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:**

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with 218.735 (6) et seq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.



## FORMS AND SUBMITTAL DOCUMENTS

**BID PRICE FORM**

Bidder's Name: American Grinding Company, LLC d/b/a American Sidewalk Management

You are invited to Bid on the following: **IFB23-0119, Sidewalk Inspection, Grinding, Removal & Repairs**

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.

| <b>BID PRICE FORM</b> |                           |             |                                           |                   |               |
|-----------------------|---------------------------|-------------|-------------------------------------------|-------------------|---------------|
| <b>Item No.</b>       | <b>Estimated Quantity</b> | <b>Unit</b> | <b>Description</b>                        | <b>Unit Price</b> | <b>Total</b>  |
| <b>1.</b>             | <b>40,000</b>             | <b>LF</b>   | <b>0.25"-2.00"<br/>Trip Hazard</b>        | \$ 8.95           | \$ 358,000.00 |
| <b>2.</b>             | <b>1,000</b>              | <b>LF</b>   | <b>&gt;2" Trip Hazard</b>                 | \$ 8.95           | \$ 8,950.00   |
| <b>3.</b>             | <b>10,000</b>             | <b>SF</b>   | <b>Removal &amp; Replacement Sidewalk</b> | \$ 25.00          | \$ 250,000.00 |

**TOTAL BASED BID:** \$ 616,950.00

**BIDDER INITIALS:** JPV

1. FOB Point Destination

2. Discount Payment Terms (if any): 0 %, if paid within 30 days after receipt of invoice.

3. Is your company willing to accept the VISA ePayable solution for payment of all invoices?

☒ Yes ☐ No

4. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award?

☒ Yes ☐ No

Recheck your quotations prior to submission. Bids may not be changed after being opened.

**BIDDER'S CERTIFICATION FORM:**

I have carefully examined the Invitation for Bids, Instructions to bidders, General, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids.

I hereby propose to furnish the goods or services specified in the Invitation for Bids at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

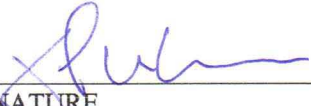
I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

American Grinding Company, LLC  
d/b/a American Sidewalk Management

NAME OF BUSINESS

BY: 

SIGNATURE

Joel Van Veen / President

NAME & TITLE, TYPED OR PRINTED

1425 Coit Ave NE, Suite #200

MAILING ADDRESS

Grand Rapids, MI 49505

CITY, STATE, ZIP CODE

(888) 556-7344

TELEPHONE NUMBER

( 888 ) 556-7344

FAX NUMBER

joel@sidewalkmgmt.com

E-MAIL ADDRESS

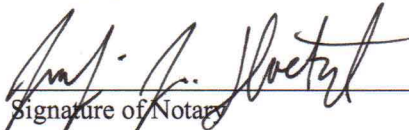
State of Michigan

County of Kent

Sworn to (or affirmed) and subscribed before me  
this 15<sup>th</sup> day of February, 2023, by

Joel

JOSEFINE HOETZEL



Signature of Notary

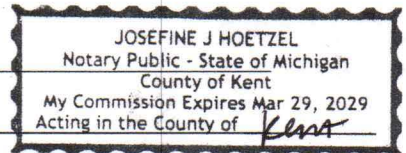
Notary Public, State of Michigan

Personally Known

-OR-

Produced Identification

Type: \_\_\_\_\_



Company Tax ID # 45-5068772

(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)

**CONFLICT OF INTEREST DISCLOSURE FORM**

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their Bid the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the City of Orlando. Furthermore, all Respondents must disclose the name of any City employee or officer (or their spouse or child) who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries.

By submission of this Bid, the undersigned certifies, under penalty of perjury, that to the best of their knowledge and belief, except as disclosed pursuant to the instructions above, that no officer or employee of the City (or their spouse or child), directly or indirectly, owns an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries; nor does the Respondent know of any City officer or employee having any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract to this Respondent.

Comments:

Not applicable as there are no conflicts of interest.

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Acknowledged by:

Joel Van Veen

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Firm Name:

American Grinding Company, LLC d/b/a American Sidewalk Management

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Signature of Authorized Representative:



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Name and Title (Print or Type):

Joel Van Veen / President

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Date:

February 15, 2023

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**CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH  
SCRUTINIZED COMPANIES**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Joel Van Veen / American Grinding Company, LLC d/b/a

Name of Respondent: American Sidewalk Management

By:   
(Authorized Signature)

Title: President

Date: February 15, 2023



**CONTRACT AND ACCEPTANCE FORM FOR SOLICITATION NO. IFB23-0119, SIDEWALK  
INSPECTION, GRINDING, REMOVAL & REPAIRS**

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

SIGNATURE

Joel Van Veen / President

NAME &amp; TITLE, TYPED OR PRINTED

American Grinding Company, LLC  
d/b/a American Sidewalk Management

NAME OF BUSINESS

1425 Coit Ave NE, Suite #200

MAILING ADDRESS

Grand Rapids, MI 49505

CITY, STATE, ZIP CODE

PHONE: ( 888 ) 556-7344

FAX: ( 888 ) 556-7344

E-MAIL: joel@sidewalkmgmt.com

State of

Michigan

County of

Kent

Sworn to (or affirmed) and subscribed before me  
this 15 day of February, 2023 by

Josephine Hoetzel

Signature of Notary

Notary Public, State of

Michigan

Personally Known (circle if applicable)

-OR-

Produced Identification:

Type of Identification:

JOSEFINE J HOETZEL  
Notary Public - State of Michigan  
County of Kent  
My Commission Expires Mar 29, 2029  
Acting in the County of Kent

**FOR USE BY THE CITY OF ORLANDO ONLY**This contract is awarded to the party listed above as a: Primary Supplier: ☒ Secondary Supplier: ☐This contract is for: All Item Numbers: ☒ or Item Numbers: ☐

INITIAL CONTRACT TERM: 7-31-2023 to 7-30-2024

**ACCEPTANCE:**

CITY OF ORLANDO, FLORIDA

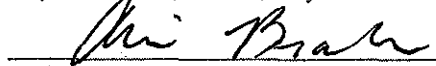
By:



Chief Procurement Officer

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: April 27, 2023

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the  
City of Orlando, Florida, only.

Assistant City Attorney  
ORLANDO, FLORIDA

Date: April 26, 2023

**BIDDER'S QUESTIONNAIRE:**

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

**1. COMPANY NAME:** American Grinding Company, LLC d/b/a American Sidewalk Management  
 Address of Principal Place of Business: 1425 Coit Ave NE Suite #200  
 City/State/Zip: Grand Rapids, MI 49505  
 Phone: (888) 556-7344 Fax: (888) 556-7344  
 Name of primary Contact : Joel Van Veen Email: joel@sidewalkmgmt.com

**2. TYPE OF ORGANIZATION:**

       Sole Proprietorship             Partnership             Non-Profit  
       Joint Venture             Corporation        X   Other: LLC

State of Formation: FL Federal ID # 45-5068772 DUNS # 04-848-1239  
 (The City only requires a Federal Tax ID Number, not a Social Security number.)

**3. EMERGENCY CONTACT PERSON:** Paul Slotsema / Director of Operations  
 Phone: (888) 556-7344 Fax: (888) 556-7344 Cell: (888) 556-7344

**4. INSURANCE COMPANY NAME:** Coldbrook Insurance  
 Agent Contact: Craig Renke Phone: (616) 301-6757

**5. EXPERIENCE:**

A. Years in business: 11 years  
 B. Years in business under this name: 11 years - d/b/a added in 2021  
 C. Years performing this type of work: 11 years

**6. SUBCONTRACTORS - for informational purposes only:** If bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

| Name                                                                            | Type of Work | M/WBE<br>City Certified? (Y or N)<br>(Y or N) | VBE Certified? |
|---------------------------------------------------------------------------------|--------------|-----------------------------------------------|----------------|
| N/A - No subcontractors will be required to complete work detailed in this bid. |              |                                               |                |
| _____                                                                           | _____        | _____                                         | _____          |
| _____                                                                           | _____        | _____                                         | _____          |

**7. LOCAL SERVICE FACILITY, IF APPLICABLE:**A. Name of local service center: Not applicable.

B. Address of local service center: \_\_\_\_\_

C. County local service center is located in: \_\_\_\_\_

D. Contact: \_\_\_\_\_ Telephone number: \_\_\_\_\_

**8. RECYCLED CONTENT:**A. Percentage of recycled material contained in the product: 100 %\*B. Is your product packaged/shipped in material containing recycled content? Yes X No \_\_\_\_\_C. Is your product recyclable after it has reached its intended end use? Yes X No \_\_\_\_\_

\* Note that this references the fact that all concrete waste removed as a part of the grinding and R&amp;R process is recycled.

**9. REFERENCES:**

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references that shows vendor has 3-years experience in Grinding.

**Reference #1:**Name: City of Tampa, FloridaAddress: 3804 E 26th Ave, Tampa, FL 33605Telephone No.: (813) 274-8901 Fax No.: \_\_\_\_\_Contact: Keith GormanE-mail: keith.gorman@tampagov.net**Reference #2:**Name: City of St Cloud, FloridaAddress: 1300 9th St, St Cloud, FL 34769Telephone No.: (407) 957-7347 Fax No.: \_\_\_\_\_Contact: Scott AdamsE-mail: sladams@stcloud.org**Reference #3:**Name: City of Lakeland, FloridaAddress: 407 Fairway Ave, Lakeland, FL 33801Telephone No.: (863) 834-6000 Fax No.: \_\_\_\_\_Contact: Michael SlatonE-mail: michael.slaton@lakelandgov.net**Reference #4:**Name: City of Orlando, FloridaAddress: 1030 Woods Ave, Orlando, FL 32805Telephone No.: (407) 246-2370 Fax No.: (407) 246-3613Contact: Howard ElkinE-mail: howard.elkin@cityoforlando.net

**WRITTEN QUESTION(S) FORM:**

Any questions relative to interpretation of specifications or the solicitation process must be addressed to the City in writing. For uniformity, the City requests that you use the following format. No verbal inquiries will be accepted. Written questions must be received at least ten (10) days prior to the solicitation due date. Written questions received within ten (10) days of the solicitation due date will not be responded to. Please submit all questions to the Purchasing Agent as identified in this Invitation for Bids. This form is provided for your convenience, however, emails to the Purchasing Agent are acceptable.

Only written answers and clarifications in the form of a written Addendum to the solicitation will be binding. Oral answers will not be authoritative.

**SOLICITATION NUMBER:** IFB23-0119

**DATE SUBMITTED:** 2/9/23

**SOLICITATION TITLE:** SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS.

**COMPANY NAME:** American Grinding Company, LLC d/b/a American Sidewalk Management

**ADDRESS:** 1425 Coit Ave NE, Suite #200

**CITY:** Grand Rapids **STATE:** MI **ZIP:** 49505

**CONTACT NAME:** Joel Van Veen **PHONE:** (888) 556-7344

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_

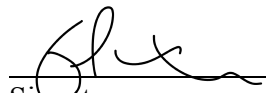
**ADDENDUM ACKNOWLEDGMENT FORM:**

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

|                       |                      |
|-----------------------|----------------------|
| Addendum No. <u>1</u> | Dated <u>1/31/23</u> |
| Addendum No. <u>2</u> | Dated <u>2/23/23</u> |
| Addendum No. _____    | Dated _____          |
| Addendum No. _____    | Dated _____          |
| Addendum No. _____    | Dated _____          |

Failure to submit acknowledgment of any Addendum that affects the Bid prices is considered a major irregularity and will be cause for rejection of the bid.

American Grinding Company, LLC d/b/a American Sidewalk Management  
Company

  
Signature

President  
Title

**"NO BID" RESPONSE  
TO  
INVITATION FOR BIDS**

Procurement and Contracts Division  
400 South Orange Avenue, Fourth Floor  
Orlando, Florida 32801

If your firm is unable to submit a bid at this time, would you please provide the information requested in the space provided below and return to:

City of Orlando  
Procurement and Contracts Division  
400 South Orange Avenue, Fourth Floor  
Orlando, Florida 32801

We have received Invitation for Bids No. **IFB23-0119, Sidewalk Inspection, Grinding, Removal & Repairs-** opening at **2:00 p.m., Local Time, City of Orlando, FL, on, March 2 2023.**

Reason for not bidding:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title, Typed or Printed

\_\_\_\_\_  
Company Name

**BIDDERS EQUIPMENT LIST**  
**Page 11, Section II Item E****Lease/Own****Make****Model****Year****VIN****Description of Vehicles Function**

Note: See Attachments A & B for all applicable equipment information.

## ATTACHMENT “A”



## SUPPLEMENTARY CONDITIONS



# **SUPPLEMENTARY CONDITIONS**

## **1. CITY OF ORLANDO CONSTRUCTION CONTRACT BID SPECIFICATIONS MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION**

### **Notice of Minority Business Enterprise Requirement**

Each Contractor must comply with the requirements, terms and conditions of Chapter 57, Article II and III, of the Code of the City of Orlando, Minority and Women-Owned Business enterprises (MBE/WBE), including the goals for minority and women-owned business participation and the goals for minority and female employment during the performance of this contract. The Contractor commits itself to the goals for minority and women-owned business participation and the goals for minority and female employment contained herein and all other requirements, terms and conditions of these bid conditions and Chapter 57 by submitting a properly signed bid and by executing an affidavit indicating both present and continued compliance with all minority and female requirements for this Contract. This notice is to assist you, however, there may be areas of concern to you which are not covered or which are only partially detailed herein. You, therefore, are encouraged to review Chapter 57 Articles II and III in their entirety.

The Contractor will appoint a company executive to assume responsibility for the implementation of such requirements, terms and conditions; and will provide the name and contact information for the said executive to the Compliance Official.

All Contractors are advised that the CITY specifically reserves the right that if during any fiscal year, bids are being sought by the CITY for a contract to provide supplies, services or construction and that the CITY has not achieved the goals established in accordance with the City Code, the contract may be awarded to the lowest responsible and responsive bidding minority or women-owned business enterprise, as applicable, meeting contract specifications unless it appears that the minority or women-owned business enterprise's bid is unreasonably priced, or if in the judgment of the CITY, the minority or women-owned business enterprise's bid is neither in the best interest of the CITY nor the lowest and best bid. For the purpose of this subsection, an "unreasonable price" is a price above competitive levels which cannot be attributed to the minority or women-owned business enterprise's attempt to cover costs inflated by the present effect of disadvantage or discrimination.

### **Part I: Goals for Minority Business Enterprise Program**

A. It is the policy of the City of Orlando that Minority and Women-Owned Businesses shall have the maximum feasible opportunity to participate in the performance of CITY contracts.

B. The Contractor agrees to use its best efforts to carry out this Minority Business Enterprise Policy through award of subcontracts to Minority and Women-Owned Business Enterprises to the fullest extent consistent with the efficient performance of this Contract. As used in this contract, the term "minority business" is defined as a business firm which is at least 51% owned and controlled by minority group members and which has been officially certified by the CITY as an MBE. The minority ownership must exercise actual day-to-day management and independent control. For the purpose of this definition, minority group members are Black, Hispanic, American Indians, Alaskan Natives, Asian, and Pacific Islanders. As used in this Contract, the term "women-owned business" means a business firm which is at least 51% owned and controlled by women and which has been officially certified by the CITY as a WBE. The women ownership must exercise actual day-to-day management and independent control.

C. Only those companies which are certified, or companies which are certified by programs which have been granted reciprocity by the CITY, may be utilized to meet the goals established by Chapter 57. The Minority Business Enterprise Division Office can supply the Contractor with a list which names all those companies certified by the City. Should a Contractor wish to use a company granted certification through the City's reciprocity program, the Contractor should verify the status of that company with the Compliance Official prior to bid opening. Companies

qualified through the use of reciprocity may only be used when they have been previously approved by the Compliance Official and only if the Contractor has been unable to find a certified company to perform the subcontracted portion of the Contract using the criteria and requirements listed in the Good Faith requirements.

D. The Contractor agrees that at least 18% of the total dollar value of the contract on which the Contractor is bidding shall be subcontracted to Minority Business Enterprises; at least 6% of the total dollar value of the Contract on which the Contractor is bidding shall be subcontracted to Women-Owned Business Enterprises, unless these goals have been adjusted downward by the Compliance Official pursuant to Section 57.16. Such adjustments, if applicable, will be documented to you in the form of an addendum, otherwise the goals are as herein stated.

At least 18% of the Contractor's work force shall be minorities; and at least 6% of the Contractor's work force shall be female or, if such levels are not achieved, the Contractor agrees to provide firm evidence of a good faith effort to meet the percentages, as more fully set forth in Part III below.

E. For the purpose of this program, the term "subcontract" includes all construction, modification, equipment rental, materialmen, and service work, contracted for by the Contractor in the execution of the work under this Contract. Notwithstanding the fact that a Contractor may have the capability to complete the total project with its own work force and without the use of Subcontractors, each Contractor will still be required to take positive efforts to subcontract to minority and women-owned firms a share of the work consistent with the goals or obtain a waiver of such requirement from the CITY Compliance Official.

F. The Contractor should only use those minority or women-owned companies listed by or confirmed in writing through the Minority Business Enterprise Division in order to receive full credit.

G. The successful Contractor shall maintain records showing (a) awards to minority and women-owned businesses; (b) specific efforts to identify and award subcontracts to minority and women-owned businesses, (c) minority and female employment, (d) specific efforts to identify and employ qualified minorities and females, and (e) awards to non-minority and non-women owned businesses.

H. Monthly MBE and WBE utilization status reports shall be submitted to the MBE Division on the CITY's designated B2G Now electronic payment reporting system. The CONTRACTOR will also need to submit the B2G Now Monthly Audit Summary Report and any other affidavits and related documents required to establish compliance with the Minority and Women Business Enterprise program goals for the project with the **CONTRACTOR's Application for Payment**.

I. The MBE Division shall have the right to review and audit records, receipts and documents maintained by the Contractor, upon reasonable notice.

## **Part II.**

### **Specific Good Faith Efforts for Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") Subcontractor Participation**

The Contractor will be deemed in compliance with the City of Orlando Minority and Women-Owned Business Enterprise Chapter 57 Ordinance if it meets or exceeds the goals stated in Part I in its subcontracts, agreements and employment levels.

Contractors who fail to achieve their commitments to the goals for minority and women-owned subcontracting participation should demonstrate their good faith efforts by documentation which includes, but is not limited to, the following:

(1) Whether the Contractor, in the case of subcontract goals, at least ten (10) business days prior to the bid opening, provided written notice by electronic mail ("email"), facsimile, certified mail (return receipt request), or hand delivery, to all certified MBE's and WBE's which perform the type of work which the Contractor intends to subcontract, advising the MBE's and WBE's:

- (a) of specific work the Contractor intends to subcontract;
- (b) that their interest in the Contract is being solicited; and
- (c) how to obtain information about review and inspect the Contract plans and specifications.

(2) Whether the Contractor selected economically feasible portions of the work to be performed by MBE's or WBE's including where appropriate, breaking down Contracts or combining elements of work into economically feasible units. The ability of a Contractor to perform the work with its own work force will not in itself excuse a Contractor's failure to meet Contract goals.

(3) Whether the Contractor provided interested MBE's or WBE's assistance in reviewing the Contract plans and specifications.

(4) Whether the Contractor submits all quotations received from MBE's and WBE's, and for those quotations not accepted, an explanation of why the MBE or WBE will not be used during the course of the Contract. Receipt of a lower quotation from a non-MBE/WBE prior to or at the time of bid opening will not in itself excuse a Contractor's failure to meet Contract goals; provided, however, a Contractor's good faith efforts obligation does not require a Contractor to accept a quotation from a MBE/WBE which is an unreasonable price. For the purpose of this subsection an "unreasonable" price is a price above competitive levels which cannot be attributed to the MBE/WBE's attempt to cover costs inflated by the present effect of disadvantage or discrimination.

(5) Whether the Contractor elected to subcontract types of work that match the capabilities of solicited MBE/WBE's.

(6) Whether the Contractor's efforts were merely pro-forma and given all relevant circumstances, could not reasonably be expected to produce sufficient MBE/WBE participation to meet the goals.

(7) Whether the Contractor has provided a list of all MBE/WBE's with whom they negotiated.

(8) Whether the Contractor included at the time of bid opening a list of the Contractor's proposed Subcontractors, on the Letter of Intent form, provided as set forth in Attachment 1; or submitted on company letterhead in substantially the same manner, signed by the Contractor and containing the number of Contract dollars to be awarded to each proposed MBE/WBE subcontractor. A final executed copy of the Letter of Intent, with the MBE/WBE's signature(s), must be provided to the Compliance Official no later than two (2) business days after the bid opening.

In determining the sufficiency of a Good Faith effort, the City may also review (1) whether the MBE or WBE goal was met by other bidders; and (2) whether the Contractor has on other contracts within the past six (6) months utilized MBE/WBE's.

If a Contractor fails to meet the goals as established in this document, the Contractor must provide the previously listed "good faith" information (including the Letter of Intent) at the time that the bids are opened; if the Contractor meets the goals as listed, he must submit a Letter of Intent, signed by an authorized agent of the Contractor, at the time of the bid opening (see paragraph 8 of Part II for further information).

If a Contractor fails to meet the goals as listed herein but has provided good faith documentation as contained in Part II above, the Compliance Official may provide an extension of no more than five (5) business days. At the end of that period the Compliance Official shall once again review the Contractor's efforts to subcontract with MBEs and WBEs to ensure that the Contractor has made a good faith effort to comply.

While no Contractor shall be found to be in non-compliance solely on account of failure to meet the MBE/WBE goals, Contractors which fail to achieve the goals and fail to make good faith efforts to achieve the goals may have their bids rejected as non-responsive, have bid award rescinded or may have other penalties imposed pursuant to Chapter 57.

The Compliance Official will review the documentation presented by the Contractor for compliance with this document and Chapter 57. Minority Business Enterprise and Women Business Enterprise Subcontractors listed by the Contractor in the Letter of Intent cannot be changed by the Contractor without the prior written approval of the Compliance Official.

**Part III.**  
**Specific Good Faith Efforts for Minority and Female Employment**

Contractors who fail to achieve their commitments to the goals for minority and female employment must demonstrate their good faith efforts by documentation which includes at least the following:

- 1) Whether the Contractor has attempted to recruit minority or female employees through the use of the media, local hiring pools or other recruitment methods;
- 2) Whether the Contractor has initiated training programs to encourage the use of minority or female employees;
- 3) Whether the Contractor has made use of any local agencies (i.e., Blueprint Employment Office) which promote the placement of minority or female employees;
- 4) Whether the Contractor recruited for positions for which there are qualified minority or female applicants;
- 5) Whether the Contractor offered salaries which are comparable with standard local industry practices.

If the Contractor is unable to meet the employment goals, has properly documented good faith effort, and the Compliance Official determines that the deficiencies are correctable, the Compliance Official shall inform the Contractor as to what actions must be taken to correct the deficiency. The Compliance Official will review the documentation presented by the Contractor for compliance with this document and Chapter 57.

If there is any deviation from the MBE Utilization proposal as noted in the Contractor's submission, such deviation must be justified to the City. All deviations, whether before or after contract award and/or whether before or after commencement of work on the project, shall be reported to and approved by the Compliance Official. Failure to report deviations must be considered an inaccuracy or falsification and may result in a finding that the Contractor is non-responsive and the bid may be rejected or the Contract terminated for that reason.

Contractors are required to execute and submit to the Compliance Official, copies of all ordinance-related sub-agreements within seven (7) days after Contract award, and from time to time, advise the Compliance Official of the status of its compliance with appropriate requirements.

If it is determined by the Compliance Official that a Contractor with the CITY for construction services at any time during the said term of Contract failed to maintain the minority and female employment levels and minority and women-owned business enterprise percentages established pursuant to City Code and set forth herein and also failed to show a good faith effort to maintain said levels and percentages, the Compliance Official shall document the non-compliance and shall attempt to resolve the discrepancy with the Contractor's assistance. If the Contractor fails to correct the violation, the City may then impose appropriate penalties.

The Compliance Official shall designate a Contract Compliance Investigator or the MBE Project Manager to investigate whether a contractor with the City for construction services has at any time during the term of said contract failed to maintain the minority employment levels and minority business enterprise percentages established pursuant to [Section 57.16](#) of City code and also failed to show a good faith effort to maintain said levels and percentages, the Contract Compliance Investigator or the MBE Project Manager shall document the non-compliance and report it to the Compliance Official. If the contractor fails to come into compliance or fails to show a good faith effort to come into compliance within fifteen (15) days in the case of minority employment levels, and within fifteen (15) days in the case of minority business enterprises, the Compliance Official may then

impose appropriate penalties upon the contractor, to include but not be limited to (a) forfeiture of a portion of the retainage withheld pursuant to the contract, commensurate with the extent of the violation, (b) withhold MBE approval memorandum for failure to comply, and (c) M/WBE de-certification. The Compliance Official may in his discretion refer the contractor to the Chief Procurement Officer for debarment from submitting future bids to the City for a period of one (1) year.

**VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM**

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

**Note: Not applicable as American Grinding Company, LLC will self-perform all work.**

**2. RESPONSIBLE CONTRACTOR'S POLICIES/DAVIS-BACON PAY RATE AND CLASSIFICATION**

The wage rates set forth in the applicable Wage Determination General Decision for Orange County, Florida, identified in the Invitation for Bid, shall be the minimum hourly wage for the stated job classification to be paid to workers on this Project. However, no CONTRACTOR or Subcontractor's worker shall be paid at a rate less than the Living Wage of \$15.00 per hour. The CONTRACTOR shall post a copy of the CITY'S Living Wage and Responsible Contractor's Policies set forth in the Supplementary Conditions as Attachment 2 at CITY designated locations on the Project site.

**3. SOCIAL SECURITY NUMBER COLLECTION**

Pursuant to Section 119.071(5) of Florida law, the City is required to provide notification in writing of the purposes for which an individual's social security number is collected. The City collects social security numbers for the following purposes: identification and verification; tracking, employment verification and auditing. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

**4. E-VERIFY**

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract.

Note: See Attachment A

### LETTER OF INTENT

**[\*Instructions\*** Contractor shall place the following, in substantially the same form as provided below on their letterhead. In the event a Contractor fails to meet the MBE/WBE percentage goals and minority and female workforce as required by the attached documents, the Contractor shall complete and submit this Letter of Intent AT BID OPENING and shall provide evidence of a good faith effort as required by the "City of Orlando Construction Contract Bid Specifications Minority and Women-Owned Enterprise Participation, and Minority and Female Workforce percentages". Once the bids are opened, the Letter of Intent must be signed by the MBE/WBEs and returned to the Minority Business Enterprise Division no later than two days after bid opening.]

Dear Compliance Official:

I \_\_\_\_\_ have entered into an agreement(s) with the following Minority  
(Name of Contractor)  
and/or Women-Owned Business Enterprise(s) to do the following work for the listed, total contract amounts.

- 1) \_\_\_\_\_  
(MBE/WBE)  
\_\_\_\_\_  
(Scope of Work)  
\_\_\_\_\_  
(Subcontract Price)

(NOTE: Extend list for additional MBE/WBE(s) as needed)

The total percentage of the Contract being performed by MBEs \_\_\_\_\_ %  
The total percentage of the Contract being performed by WBEs \_\_\_\_\_ %

The total dollar amount of contracts being performed by MBEs \$ \_\_\_\_\_  
The total dollar amount of contracts being performed by WBEs \$ \_\_\_\_\_

The total percentage of the workforce or employment being performed by minorities \_\_\_\_\_ %  
The total percentage of the workforce or employment being performed by females \_\_\_\_\_ %

I understand that I shall not be allowed to substitute or change MBE/WBE Subcontractors nor their scope of work nor the percentage of work performed by them, without the express prior approval of the Compliance Official.

[ ] **I was unable to meet the MBE and/or WBE goals on the project. My "good faith" effort documentation is attached to this letter.**

\_\_\_\_\_  
Authorized Agent of Contractor (must be signed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent of MBE/WBE  
(must be signed within two (2) days after bid opening)

\_\_\_\_\_  
Date

SUPPLEMENTARY CONDITIONS  
10/21/19



**LIVING WAGE AND RESPONSIBLE CONTRACTOR'S POLICIES**

The following City policies are applicable to this construction Project:

- (1) CONTRACTOR, as well as its Subcontractors at all tiers, shall pay to all of their employees providing services pursuant to a contract with the CITY, a living wage for the time spent providing services to the CITY. (This provision does not include general administrative personnel unless they are assigned to a CITY project.) "Living wage" means compensation for employment of not less than \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision and the CONTRACTOR shall allow the CITY to audit (at CONTRACTOR's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future CITY contracts at the sole option of the CITY.
- (2) The CONTRACTOR, when paying its workers on this Project, shall pay such workers an hourly wage, based on classification for the Orlando region established by the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5) (hereinafter "hourly wage").
- (3) The CONTRACTOR shall post a copy of the CITY'S Living Wage and Responsible Contractor's Policies at designated locations on the Project site as required by the Contract Documents.

**DATE:** 1/31/2023

**TO:** All Bidders

**FROM:** Silvia Coste, CPP, Senior Purchasing Agent  
Procurement and Contracts Division

**SUBJECT:** Sidewalk Inspection, Grinding, Removal & Repairs.  
Transmittal of Addendum Number One (1)  
**IFB23-0119**

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

**A. WRITTEN QUESTION RECEIVED AND ANSWER:**

**Question No. One (1):**

Regarding the project out for bid IFB23-0119; SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS, page 7 (Submittal Check List) shows a requirement of “FDOT Qualification in Intermediate Maintenance [sic] of Traffic Control.” However, according to the FDOT Prequalification Work Classes (please see attached) Intermediate Maintenance of Traffic Control is not one of them.

**Answer No. One (1):**

As stated on page 11 G. and page **page 13 J., the Contractor** shall have a certified Florida Department of Transportation Intermediate Maintenance of Traffic (M.O.T.) Control person.

**FINAL COMMENT:** Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received after the cut-off date for questions by respondents as specified on Section 00030-1 of the Invitation to Bid will not be given any consideration. Firms are reminded to review the original solicitation and all subsequent Addenda issued.

**THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL.**

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

**PROCUREMENT AND CONTRACTS DIVISION**

**SIGNATURE PAGE**

Bidders are asked to acknowledge receipt of this Addendum Number One (1), by completing the information requested below and submitting this information with their Bid. Failure to do so may subject the Bidder to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

American Grinding Company, LLC d/b/a American Sidewalk Management

NAME OF BUSINESS

BY:



February 15, 2023

SIGNATURE/DATE

Joel Van Veen / President

NAME & TITLE, TYPED OR PRINTED

1425 Coit Ave NE, Suite #200

MAILING ADDRESS

Grand Rapids, MI 49505

CITIES, STATE, ZIP CODE

( 888 ) 556-7344 / (888) 556-7344

AREA CODE WITH TELEPHONE and FAX NUMBERS

**DATE:** February 23, 2023

**TO:** All Bidders

**FROM:** Silvia Coste, CPP, Senior Purchasing Agent  
Procurement and Contracts Division

**SUBJECT:** Sidewalk Inspection, Grinding, Removal & Repairs.  
Transmittal of Addendum Number Two (2)  
**IFB23-0119**

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

**A. BID BOND FORM:**

For your convenience a Bid Bond Form is being provided. However, your surety company should be able to provide their own standard form. See ATTACHMENT "A" BID BOND FORM from this addendum.

**B. WRITTEN QUESTION RECEIVED AND ANSWER:**

**Question No. One (1):**

Is a Performance & Payment Bond Required? VendorLink states that a Performance & Payment Bond is not require that only a Bid Bond is required.

**Answer No. One (1):**

No, a Performance and Payment bond is not required for your total base bid at bid time. A Performance and Payment Bond will only be required if an individual job is \$200,000.00 or over. Yes, a 10% Bid Bond is required at Bid Opening of your total Base bid.

**Question No. Two (2):**

On page 11 under Item I - General, A, the specifications state that the minimum grinding rate is to be no less than 500 linear feet per day and have an average of 250 to 350 linear feet per day. Is the required average also supposed to be 500+ linear feet per day to match the minimum grinding rate?

**Answer No. Two (2):**

The minimum grinding rate is 500 linear feet per day." delete the statement "average 250 to 350 linear feet per day.

**Question No. Three (3):**

If a certified check is used to meet the bid bond requirement, how should that be submitted to the City? This is a question due to the requirement to submit bid responses electronically. If a

**PROCUREMENT AND CONTRACTS DIVISION**

certified check needs to be mailed, please provide instructions on how it should be sent, where it should be sent to, and any further information necessary for submission.

**Answer No. Three (3):**

If a certified check is being used to satisfy the 10% Bid Bond, please submit a copy of the check with your bid response. The original check can be delivered by hand or mail. The delivery location is: City Hall/ Procurement and Contracts Division 4<sup>th</sup> Floor, ATT: Silvia Coste, 400 South Orange Ave., Orlando, F 32801. Please reference the project name and number.

**Question No. Four (4):**

For use of proprietary equipment that is exempt from disclosure does the City of Orlando have a form that should be used or should it simply be identified as such in the bid submission?

**Answer No. Four (4):**

Please identify this equipment separately marked proprietary and confidential, also include the law language that exempt this from becoming public records.

**Question No. Five (5):**

If a non-MBE/WBE company plans to self-perform all work (and no subcontractors are expected to be used), how should the Letter of Intent in the 'Supplementary Conditions' be completed?

**Answer No. Five (5):**

Please refer to your bid documents under the **Supplementary Conditions: Specific Good Faith Efforts for MBE & WBE Part II (2):**

Whether the Contractor selected economically feasible portions of the work to be performed by MBE's or WBE's including where appropriate, breaking down Contracts or combining elements of work into economically feasible units. The ability of a Contractor to perform the work with its own work force will not in itself excuse a Contractor's failure to meet Contract goals.

All bidders should make an effort to achieve the MBE & WBE program goals by selecting MBE & WBE firms for subcontracting opportunities. Please refer the bid documents page 28: #20--

**Evaluation of Bid Award.**

**FINAL COMMENT:** Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received after the cut-off date for questions by respondents as specified on Section 00030-1 of the Invitation to Bid will not be given any consideration. Firms are reminded to review the original solicitation and all subsequent Addenda issued.

**THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL.**

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

**SIGNATURE PAGE**

Bidders are asked to acknowledge receipt of this Addendum Number Two (2), by completing the information requested below and submitting this information with their Bid. Failure to do so may subject the Bidder to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

American Grinding Company, LLC d/b/a American Sidewalk Management

NAME OF BUSINESS

BY: 

February 27, 2023

SIGNATURE/DATE

Joel Van Veen, President

NAME & TITLE, TYPED OR PRINTED

1425 Coit Ave NE, Suite #200

MAILING ADDRESS

Grand Rapids, MI 49505

CITIES, STATE, ZIP CODE

( 888 ) 556-7344 / (888) 556-7344

AREA CODE WITH TELEPHONE and FAX NUMBERS

## ATTACHMENT “A”



## BID BOND FORM

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Orlando, Florida, hereinafter called the CITY in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20\_\_\_\_, for the construction of \_\_\_\_\_.

NOW THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the contract documents, and shall within fifteen (15) calendar days after receipt of the Notice of Award enter into a written contract with the CITY in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into said contract, or failure to give such bonds within the time specified, if the Principal shall within twenty (20) days after request by the CITY pay to the CITY the difference between the amount specified in said bid and the amount for which the CITY may procure the required work if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the CITY is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Note: Please see a copy of the Cashier's Check used to satisfy the Bid Bond requirement included in Attachment A.



IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:  
(if individual or partnership)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Print Name)

PRINCIPAL

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST (if corporation)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

SURETY

\_\_\_\_\_  
By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Surety Seal)

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety

Any claims under this bond may be addressed to:

Name of Surety

\_\_\_\_\_

Mailing Address

\_\_\_\_\_

\_\_\_\_\_

Street Address

\_\_\_\_\_

\_\_\_\_\_

Telephone number of Surety  
and agent or representative  
in Florida

\_(        ) \_\_\_\_\_

\_(        ) \_\_\_\_\_

**AMERICAN GRINDING COMPANY, LLC  
D/B/A AMERICAN SIDEWALK MANAGEMENT**

**ATTACHMENT A**

**SUPPORTING INFORMATION FOR THE CITY OF  
ORLANDO IFB23-0119, SIDEWALK INSPECTION,  
GRINDING, REMOVAL & REPAIRS**

**1. COMPANY INTRODUCTION**

American Grinding Company (AGC) d/b/a American Sidewalk Management specializes in sidewalk trip hazard removal utilizing our state-of-the-art equipment. Since 2012, we have provided sidewalk trip hazard removal services for over 100 cities across the United States in Florida, Georgia, North Carolina, South Carolina, Texas, Indiana, Ohio, and Michigan.

Using our equipment, all trip hazards removed meet the change of gradient and slip-resistance standards for pedestrian surfaces as required by the Americans with Disabilities Act (ADA) which increases access for mobility-impaired residents, and the Occupations Safety and Health Administration (OSHA).

We have worked with the City of Orlando since 2014 and during that time have provided the city with excellent service and the most efficient and effective option for sidewalk trip hazard removal. Additionally, we have a proven ability to complete projects of this size, which our references and the City of Orlando can attest to.

## 2. WHY UTILIZE AGC FOR SIDEWALK TRIP HAZARD REMOVAL

- AGC has demonstrated experience in completing trip hazard removal work of any project size. In 2022 alone, we removed over 100,000 linear feet of trip hazards from the sidewalks in Orlando, Florida.
- We have a proven ability to remove, on average, 500+ linear feet of trip hazards per day.
- We provide a service package that includes but is not limited to grinding, cutting, removal and replacement, and surveying.
- Demonstrated ability to meet the trip hazard location documentation requirements (sub-meter accurate GPS coordinates and all other relevant information) for all locations where work is completed.
- Modern and well-maintained equipment is utilized at all times. All equipment is considered state of the art in terms of speed, efficiency, environmental care, and quality of finished product.
- AGC has a perfect safety record.
- Experienced staff members (**min 2 on-site at all times**) who understand the requirements for working in public places. By having a minimum of 2 crew members on-site, AGC ensures that pedestrian safety is of the utmost importance and has a clear line of sight in **BOTH** directions to cease operations if a pedestrian approaches the work-site. AGC's crews fully understand the importance of treating the public in a civil manner and carry out their duties at all times with as little inconvenience and disturbance to others as possible. Should problems occur, they are immediately relayed to the Director of Operations and a resolution sorted out amicably. In each city we work in, the great majority of the public are enthused that we are proactively working to make sidewalks safe.
- Our proprietary vacuum system ensures that all waste is collected efficiently and removed from the worksite in a manner that has no detrimental environmental or safety consequences. Our equipment is also fitted with a heavy-duty dust extractor, which removes airborne dust during the trip hazard removal process.
- No portable vacuum systems (ie: shop vacuums, etc) are used as a part of our process as they are not powerful enough to effectively contain OSHA recognized, hazardous airborne silica dust generated by concrete grinding.
- 100% of our concrete waste removed during the trip hazard removal process is recycled.
- Our process is completely water free.
- No subcontractors are used as a part of our process.
- Trip hazards are removed without damage or visible markings to adjacent sidewalk slabs and are removed to a zero-point differential between adjacent slabs. Once a trip hazard is removed, the resulting surface is not rounded or concave, but is uniform in both appearance and texture.

- Consistency of quality for removed trip hazards is ensured by a combination of 100% auditing of each and every trip hazard removed as well as by accurate level measurements taken on-site utilizing state of the art digital levels and relating the pitch/inclination of the finished product with contract requirements.
- Our noise minimizing equipment has been measured at 73 decibels at 10 ft.

### 3. EQUIPMENT

\*\*\* See Attachment B for information on **CONFIDENTIAL** equipment \*\*\*

Modern and well-maintained commercial grade equipment is utilized at all times. All equipment is owned by AGC and is considered state of the art in terms of speed, efficiency, environmental care, and quality of finished product. AGC has multiple pieces of equipment and crews. As a result, we can utilize additional equipment as necessary to ensure production goals are met.

In addition to the CONFIDENTIAL equipment listed in Attachment B, our equipment consists of;

- 1) 2017 Dodge Ram 2500 Pickup Truck for transport of crew & trailer.
  - a. Owned by AGC, VIN 1FTNF20578EC13943
- 2) 2022 Cargo-Mate Enclosed Trailer for transport of equipment.
  - a. Owned by AGC, VIN 3C6TR4CT7HG771117
- 3) iPad & Trimble GNSS R1 Receiver to collect data points with sub-meter accuracy
- 4) M-D 92346 Smart Tool Digital Inclinometer
- 5) Hammerhead HLLT10 Digital Level
- 6) Digital height measuring tool
- 7) Additional owned equipment includes:
  - a. Safety items; vests, cones, and MOT signage as necessary
  - b. Broom and bucket to clean up any excess concrete waste
  - c. 20-gallon buckets to transport concrete waste to recycling facility

#### 4. REFERENCES

The below references can verify work of a similar nature completed by American Grinding Company. Contacts listed as a part of current contracts noted above can be used as additional references.

- 1) Project: City of Myrtle Beach, South Carolina  
Contact: Eric Norris  
enorris@cityofmyrtlebeach.com  
(843) 918-2000
- 2) Project: City of Lakeland, Florida  
Contact: Michael Slaton  
Michael.Slaton@lakelandgov.net  
(863) 834-6000
- 3) Project: City of St Cloud, Florida  
Contact: Scott Adams  
sladams@stcloud.org  
(407) 957-7347
- 4) Project: City of Tampa, Florida  
Contact: Keith Gorman  
keith.gorman@tampagov.net  
(813) 274-8901
- 5) Project: City of Orlando, Florida  
Contact: Howard Elkin  
Howard.elkin@cityoforlando.net  
(407) 246-2370



## **5. KEY PERSONNEL & QUALIFICATIONS**

### **1) Joel Van Veen – President**

Joel started American Grinding Company in 2012. With a background in finance and sales, Joel has worked diligently for the last 10 years to help cities make their sidewalks safe and ADA/OSHA compliant.

### **2) Paul Slotsema – Director of Operations**

Paul joined American Grinding Company in 2013 as the Director of Operations. He oversees planning, project management, and quality control of over 300,000+ linear feet of trip hazard removal each year. Before joining AGC Paul spent 10 years with Cummins working in engineering, operations, and project management.

### **3) Jonathan Neeley – Business Development**

Jonathan joined American Grinding Company in 2017. Before joining AGC, Jonathan spent 20+ years in sales working with government agencies throughout Florida and the Southeast United States.

**6. SUPPLEMENTARY CONDITIONS**

Company Executive appointed: Joel Van Veen / (888) 556-7344

Good Faith Documentation:

American Grinding Company, LLC will self-perform all work related to this IFB. As noted in Attachments A & B our process and equipment are proprietary to our company. Our employee training is an extremely specialized program requiring 8 weeks to learn to operate our equipment proficiently. Additionally, as our equipment is proprietary to American Grinding Company, LLC it, therefore, cannot be reasonably be expected to be subcontracted out.

Note that 45% of American Grinding Company's workforce are minorities and 9% are female.

Additionally, note that all employees are paid a wage that meets or exceeds the requirements outlined in this IFB.



# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>American Grinding Company, LLC</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                         |
| 2 Business name/disregarded entity name, if different from above<br><b>American Sidewalk Management</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                         |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> C Corporation<br><input type="checkbox"/> S Corporation<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Trust/estate<br><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>S</b><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.<br><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>(Applies to accounts maintained outside the U.S.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                         |
| 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>1425 Coit Ave NE, Ste #200</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Requester's name and address (optional) |
| 6 City, state, and ZIP code<br><b>Grand Rapids, MI 49505</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                         |
| 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.

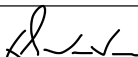
|                                |              |
|--------------------------------|--------------|
| Social security number         |              |
| <div></div>                    | <div></div>  |
| OR                             |              |
| Employer identification number |              |
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| <div>6</div>                   | <div>8</div> |
| <div>7</div>                   | <div>7</div> |
| <div>2</div>                   |              |

## 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 ► February 15, 2023 |
|-----------|----------------------------------------------------------------------------------------------------------------|--------------------------|

## 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](http://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.

# CERTIFICATE OF COMPLETION

*PAUL SLOTSEMA*

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Intermediate Course

Training Provider:

myTTConline myTTOnline  
83 Geneva Dr. Ste. 621394  
Oviedo FL 32762  
Phone: 407-901-0206

Verify this Certificate by visiting [www.motadmin.com](http://www.motadmin.com)

03/11/2022  
Issue Date

03/11/2026  
Expiration Date

J. O  
Instructor

83032  
Certificate No.



## CASHIER'S CHECK



**Remitter:** AMERICAN GRINDING COMPANY, LLC

Date

02/28/2023

Void after 7 years

9179215975

25-3  
440

**Pay To The** CITY OF ORLANDO  
**Order Of:**

**Pay:** EIGHTY THOUSAND  
DOLLARS AND 00 CENTS

\$\*\* 80,000.00 \*\*

Do not write outside this box

Memo:

Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

Rebecca Griffin, Chief Administrative Officer  
JPMorgan Chase Bank, N.A.  
Columbus, OH



⑈9179215975⑈ ⑆044000037⑆ 758661326⑈

**Note:** Copy of cashier's check for use as Bid Bond. Originally check sent via FedEx to the location noted in Addendum #2.

**AMERICAN GRINDING COMPANY, LLC  
D/B/A AMERICAN SIDEWALK MANAGEMENT**

**ATTACHMENT B**

**EQUIPMENT SPECIFICATIONS FOR CITY OF ORLANDO  
IFB23-0119, SIDEWALK INSPECTION, GRINDING,  
REMOVAL & REPAIRS**

**\*CONFIDENTIAL / TRADE SECRET\***

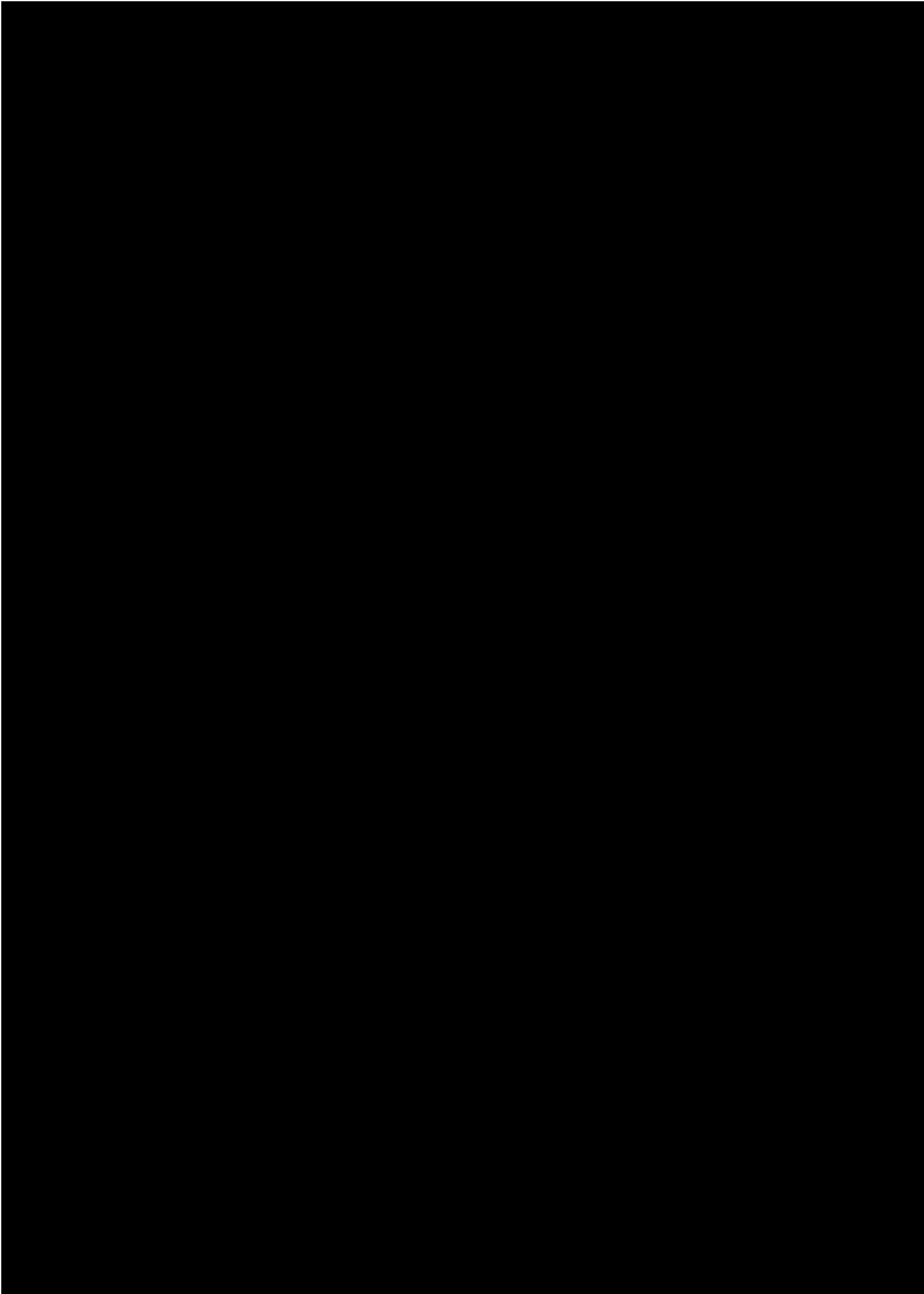
The information contained in this document is

**REDACTED, EXEMPT FROM PUBLIC DISCLOSURE**

as defined by Florida statute 815.045. Trade secrets as defined by Section 812.081, ES, and pursuant to Section 815.045, ES trade secret information is "...expressly made confidential and exempt from public records law because it is a felony to disclose such records".

**\*\*CONFIDENTIAL/TRADE SECRET\*\***





**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF MOUNT DORA  
AND AMERICAN GRINDING COMPANY, LLC d/b/a  
AMERICAN SIDEWALK MANAGEMENT**

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered effective October 1, 2024, 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 American Grinding Company, LLC dba American Sidewalk Management, 1408 Hall St SE, Grand Rapids, Michigan 49506, hereinafter referred to as the “CONTRACTOR”.

***W I T N E S S E T H:***

**WHEREAS**, the CITY and CONTRACTOR entered into an Agreement on April 2, 2024, for Sidewalk Inspection, Grinding, Removal & Repairs (the “Agreement”); and,

**WHEREAS**, the CITY and CONTRACTOR desire to amend the Agreement to amend the pricing list on all line items by 3.5%, as provided for in the Agreement; and,

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

**SECTION 1.**            **TERM.**

The term of this First Amendment to Agreement shall be effective October 1, 2024, until March 19, 2025, and is subject to four (4) additional twelve (12) month renewals.

**SECTION 2.**            **SERVICES AND PRICING.**

The Agreement is hereby amended to increase the pricing on all line items by 3.5%, as set forth in Exhibit “A” attached hereto and incorporated by reference.

**SECTION 3.**            **CONTRACT PROVISIONS.**

The CITY and CONTRACTOR agree that in all other respects and except as specifically modified and amended herein, the Agreement dated April 2, 2024, shall continue in full force and effect as written and the parties agree to be bound thereby.

[Signature Pages to Follow]

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

**CITY OF MOUNT DORA**

\_\_\_\_\_  
**JAMES HOMICH**  
**MAYOR of the City of Mount Dora,**  
**Florida**

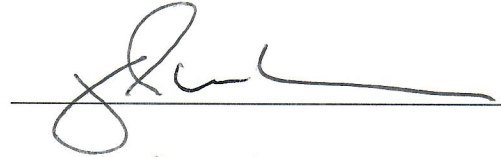
**ATTEST:**

\_\_\_\_\_  
**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**

American Grinding Company, LLC dba  
American Sidewalk Management



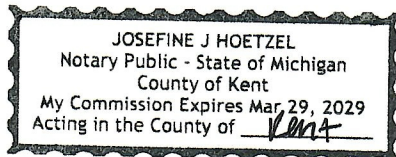
Print: Joel Van Veen

Title: President

Michigan  
STATE OF ~~FLORIDA~~  
COUNTY OF Kent

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [ ] online notarization of Joel Van Veen, as President of American Grinding Company, 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 driver's license as identification, and who did/did not take an oath this 5<sup>th</sup> day of December, 2024.

(stamp)



NOTARY PUBLIC

**Exhibit "A"**  
**Amended Pricing List**

| <b>PRICING</b>  |                           |             |                                |                   |              |                       |
|-----------------|---------------------------|-------------|--------------------------------|-------------------|--------------|-----------------------|
| <b>Item No.</b> | <b>Estimated Quantity</b> | <b>Unit</b> | <b>Description</b>             | <b>Unit Price</b> | <b>Total</b> | <b>New Unit Price</b> |
| 1               | 40,000                    | LF          | 0.25"-2.00" Trip Hazard        | \$8.95            | \$358,000.00 | \$9.26                |
| 2               | 1,000                     | LF          | >2" Trip Hazard                | \$8.95            | \$8,950.00   | \$9.26                |
| 3               | 10,000                    | SF          | Removal & Replacement Sidewalk | \$25.00           | \$250,000.00 | \$25.88               |



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

---

**DATE:** December 17, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Approval of Amendment 6 to the Solid Waste Agreement between the City of Mount Dora and Waste Management, Inc. of Florida

---

**Introduction:**

This is a request for City Council to approve the Sixth Amendment to the Solid Waste Agreement between the City of Mount Dora and Waste Management Inc. of Florida.

**Discussion:**

Waste Management is the City solid waste franchise provider for residential and commercial customers. Waste Management was awarded the franchise service in 2013. The agreement was amended in July 2018 with Resolution No. 2018-53 to change garbage pick up to once per week. The second amendment to the solid waste agreement was approved by the City Council on January 5, 2021, by Resolution 2021-02 to stop curbside recycling. The third amendment to the solid waste agreement was approved by the City Council on January 18, 2022. The fourth amendment to the solid waste agreement was approved by the City Council on January 6, 2023. The fifth amendment to the solid waste agreement was approved by the City Council on December 19th, 2023. The current contract ends in 2027.

Waste Management's residential and commercial charges for its services are provided as an attachment (Attachment #1). The City bills all solid waste franchise services except roll-off services.

The proposed rate that Waste Management charges for both residential and commercial solid waste services to the City is projected to increase by 3.5 percent pursuant to the contract agreement.

Staff recommends the City Council to approve a 3.5 percent increase pursuant to the contract agreement and take appropriate action to maintain contracted sanitation services.

**Budget Impact:**

The expense of this contract is budgeted in 430-1530-534.34-01, (other contractual services) for the sanitation fund.

Proposed Monthly Residential Collection Changing from \$24.58 to \$25.02 (0.44 cents monthly increase).

Proposed Commercial rates are listed on the schedules and cost vary in the size and capacity of containers.

**Strategic Impact:**

Fiscal Sustainability

**Recommendation:**

City Council approve the Sixth Amendment to the Solid Waste Agreement between the City of Mount Dora and Waste Management Inc. of Florida.

**Attachment(s):**

1. 6TH AMEND SW MOUNT DORA 2024

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

Approved - 12/3/2024  
Approved - 12/5/2024  
Approved - 12/9/2024  
Approved - 12/9/2024  
Final Approval - 12/10/2024

**SIXTH AMENDMENT  
TO SOLID WASTE AGREEMENT BETWEEN  
THE CITY OF MOUNT DORA AND  
WASTE MANAGEMENT INC. OF FLORIDA**

**THIS SIXTH AMENDMENT** is entered into by and between the **CITY OF MOUNT DORA**, a municipal corporation of the State of Florida (the “City”), and **WASTE MANAGEMENT INC. OF FLORIDA**, a Florida corporation (“Contractor”).

**WITNESSETH:**

**WHEREAS**, the City and Contractor are parties to that certain Solid Waste Agreement, dated June 19, 2013 (the “Agreement”), whereby Contractor exclusively provides certain solid waste services to the City; and

**WHEREAS**, the City and Contractor entered into Amendments to the Agreement on July 17, 2018 (the “First Amendment”); on January 5, 2021 (the “Second Amendment”); on January 18, 2022 (the “Third Amendment”); on January 3, 2023 (the “Fourth Amendment”); and on December 19, 2023 (the “Fifth Amendment”); and

**WHEREAS**, Contractor has requested rate increases, which are permitted pursuant to the Agreement, and which shall commence on January 1, 2025.

**NOW, THEREFORE**, in consideration of the mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Contractor has provided the City with the calculation of new rates for all services provided pursuant to the terms of the Agreement, and the parties agree that the new rates, as set forth in **Exhibit “A”** attached hereto, will become effective on January 1, 2025.
2. All other terms and conditions of the Agreement, including the subsequent Amendments thereto, shall remain in full force and effect, and to the extent of any conflict between this Sixth Amendment and the Agreement, including any Amendments thereto, this Sixth Amendment shall prevail.

*(Signatures on the following page)*



**IN WITNESS WHEREOF**, the parties hereto by their duly authorized representatives have executed this Sixth Amendment, effective this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF MOUNT DORA**

\_\_\_\_\_  
James Homich, Mayor

**ATTEST:**

\_\_\_\_\_  
Jeanann Hand, City Clerk

**Approved as to form:**

\_\_\_\_\_  
Patrick Brackins, City Attorney

WASTE MANAGEMENT INC. OF FLORIDA

By:

David M. Myhan

Print: David M. Myhan

Title: President

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged and sworn before me by means of X physical presence or \_\_\_\_\_ online notarization of David M. Myhan, as President, of Waste Management Inc. of Florida, who personally swore or affirmed that he/she is authorized to execute this **AMENDMENT** and thereby bind **CONTRACTOR**, and who is personally known to me X or who produced \_\_\_\_\_ as identification, and who did \_\_\_\_\_ did not X take an oath this 10 day of December 2024.



(stamp)

Coleen T. Houlihan

NOTARY PUBLIC, State of Florida

# EXHIBIT A - SANITATION RATE TABLES

For Period Starting 01/01/25

|                                      |        |         | Index | Operating % |       |
|--------------------------------------|--------|---------|-------|-------------|-------|
| Increase in Collection Fee           | 3.50%  | CPI     | 3.50% | 100.00%     | 3.50% |
|                                      |        | Fuel    | 0.00% | 0.00%       | 0.00% |
|                                      |        |         | 3.50% | 100.00%     | 3.50% |
| Increase in Residential Disposal Fee | 20.83% | Current | \$    | 40.00       |       |
|                                      |        | New     | \$    | 48.33       |       |
| Increase in Commercial Disposal Fee  | 49.50% | Current | \$    | 40.00       |       |
|                                      |        | New     | \$    | 59.80       |       |
| Increase in Billing Fee & Costs      | 0.00%  |         |       |             |       |
| Increase in Other Costs              | 0.00%  |         |       |             |       |

## RESIDENTIAL AND MULTIFAMILY

| Description                 | Code       | New Rate<br>1/1/2025 |
|-----------------------------|------------|----------------------|
| Garbage Collection          | CANS       | \$ 10.55             |
| Garbage Disposal            | CANS       | \$ 3.98              |
| Garbage Total               |            | \$ 14.53             |
| Yard Waste Collection       | CANS       | \$ 3.16              |
| Yard Waste Disposal         | CANS       | \$ 0.80              |
| Yard Waste Total            |            | \$ 3.96              |
| Garage pickup - additional  |            | \$ 9.34              |
| Payment to Waste Management |            | \$ 18.49             |
| City Billing Charge         | Included   | \$ -                 |
| Other City Fees             |            | \$ -                 |
| City Franchise Fee          | Calculated |                      |
| <b>TOTAL BILLING RATE</b>   |            | <b>\$ 18.49</b>      |

**COMMERCIAL (GN)  
PUBLIC AUTHORITY (PA)  
INDUSTRIAL (I)**

| Container              | #      | Size   | Code   | Times<br>per Week | Total<br>Amount |
|------------------------|--------|--------|--------|-------------------|-----------------|
| Cans (GN)              | 1      |        | CANS   | 1                 | \$ 25.02        |
| Cans (GN)              | 1      |        | CANS   | 2                 | \$ 48.34        |
| Cans (GN)              | 1      |        | CANS   | 3                 | \$ 71.67        |
| Cans (GN)              | 2      |        | CANS   | 1                 | \$ 49.30        |
| Cans (GN)              | 2      |        | CANS   | 2                 | \$ 95.93        |
| Cans (GN)              | 2      |        | CANS   | 5                 | \$ 235.78       |
| Cans (GN)              | 3      |        | CANS   | 1                 | \$ 73.55        |
| Cans (GN)              | 3      |        | CANS   | 2                 | \$ 143.47       |
| Cans (GN)              | 4      |        | CANS   | 1                 | \$ 98.87        |
| Cans (GN)              | 7      |        | CANS   | 1                 | \$ 171.63       |
|                        |        |        |        |                   | \$ -            |
| Hand load refuse       |        |        | E      |                   | \$ -            |
| Hand load refuse       |        |        | M      |                   | \$ -            |
|                        |        |        |        |                   | \$ -            |
| Dumpster               | shared | 8 yard | SH2    | 1                 | \$ 58.79        |
| Dumpster               | shared |        | RTSU   |                   | \$ 97.73        |
| Dumpster               | shared | 4 yard | SH3    | 2                 | \$ 99.10        |
| Dumpster               | shared | 8 yard | SH1    | 2                 | \$ 116.99       |
| Dumpster               | shared |        | REST   |                   | \$ 283.26       |
|                        |        |        |        |                   | \$ -            |
| Dumpster               | 1      | 2 yard | 2X1    | 1                 | \$ 100.65       |
| Dumpster               | 1      | 2 yard | 2X2    | 2                 | \$ 197.88       |
| Dumpster               | 1      | 2 yard | 2X3    | 3                 | \$ 292.21       |
| Dumpster               | 1      | 2 yard | 2X4    | 4                 | \$ 366.11       |
| Dumpster               | 1      | 2 yard | 2X5    | 5                 | \$ 450.26       |
| Dumpster               | 1      | 2 yard | 2X6    | 6                 | \$ 522.74       |
|                        |        |        |        |                   | \$ -            |
| Dumpster               | 1      | 3 yard | 3X1    | 1                 | \$ 150.67       |
| Dumpster               | 1      | 3 yard | 3X2    | 2                 | \$ 300.95       |
| Dumpster               | 1      | 3 yard | 3X3    | 3                 | \$ 451.18       |
| Dumpster               | 1      | 3 yard | 3X4    | 4                 | \$ 601.39       |
| Dumpster               | 1      | 3 yard | 3X5    | 5                 | \$ 751.28       |
| Dumpster               | 1      | 3 yard | 3X6    | 6                 | \$ 901.91       |
|                        |        |        |        |                   | \$ -            |
| Dumpster               | 1      | 4 yard | 4X1    | 1                 | \$ 194.92       |
| Dumpster               | 1      | 4 yard | 4X2    | 2                 | \$ 383.63       |
| Dumpster               | 1      | 4 yard | 4X3    | 3                 | \$ 566.45       |
| Dumpster               | 1      | 4 yard | 4X4    | 4                 | \$ 731.85       |
| Dumpster               | 1      | 4 yard | 4X5    | 5                 | \$ 885.58       |
| Dumpster               | 1      | 4 yard | 4X6    | 6                 | \$ 1,027.60     |
|                        |        |        |        |                   | \$ -            |
| DW - Residential       |        |        | Shared |                   | \$ 21.71        |
| DW - Comm              |        |        | Shared |                   | \$ 24.96        |
| DW - Rest A (1-49)     |        |        | RST1   |                   | \$ 75.42        |
| DW - Rest B (50-99)    |        |        | RST2   |                   | \$ 150.64       |
| DW - Rest C (Over 100) |        |        | RST3   |                   | \$ 301.16       |

| Container | # | Size    | Code | Times per Week | Total Amount |
|-----------|---|---------|------|----------------|--------------|
| Dumpster  | 1 | 6 yard  | 6X1  | 1              | \$ 283.44    |
| Dumpster  | 1 | 6 yard  | 6X2  | 2              | \$ 557.69    |
| Dumpster  | 1 | 6 yard  | 6X3  | 3              | \$ 823.27    |
| Dumpster  | 1 | 6 yard  | 6X4  | 4              | \$ 1,080.03  |
| Dumpster  | 1 | 6 yard  | 6X5  | 5              | \$ 1,306.23  |
| Dumpster  | 1 | 6 yard  | 6X6  | 6              | \$ 1,514.91  |
|           |   |         |      |                | \$ -         |
| Dumpster  | 1 | 8 yard  | 8X1  | 1              | \$ 371.93    |
| Dumpster  | 1 | 8 yard  | 8X2  | 2              | \$ 743.45    |
| Dumpster  | 1 | 8 yard  | 8X3  | 3              | \$ 1,097.50  |
| Dumpster  | 1 | 8 yard  | 8X4  | 4              | \$ 1,439.87  |
| Dumpster  | 1 | 8 yard  | 8X5  | 5              | \$ 1,770.44  |
| Dumpster  | 1 | 8 yard  | 8X6  | 6              | \$ 2,085.05  |
|           |   |         |      |                | \$ -         |
| Dumpster  | 1 | 10 yard | 10X1 | 1              | \$ 464.09    |
| Dumpster  | 1 | 10 yard | 10X2 | 2              | \$ 927.74    |
| Dumpster  | 1 | 10 yard | 10X3 | 3              | \$ 1,391.46  |
| Dumpster  | 1 | 10 yard | 10X4 | 4              | \$ 1,855.10  |
| Dumpster  | 1 | 10 yard | 10X5 | 5              | \$ 2,318.81  |
| Dumpster  | 1 | 10 yard | 10X6 | 6              | \$ 2,782.44  |

## OTHER SERVICE CHARGES

| Description        | Proposed Total Charge |
|--------------------|-----------------------|
| EXTRA 2 YD PICKUP  | \$ 41.67              |
| EXTRA 3 YD PICKUP  | \$ 55.02              |
| EXTRA 4 YD PICKUP  | \$ 73.33              |
| EXTRA 6 YD PICKUP  | \$ 109.97             |
| EXTRA 8 YD PICKUP  | \$ 146.67             |
| EXTRA 10 YD PICKUP | \$ 183.31             |
| LOCK CHARGE        | \$ 9.00               |

## ALL ROLL OFF CONTAINERS

| Container Size | Delivery Charge | Monthly Rental | Proposed Per Load Charge | Proposed Franchise Per Load | Total Per Load | Comments                 |
|----------------|-----------------|----------------|--------------------------|-----------------------------|----------------|--------------------------|
| 10 Cubic Yards | \$ 108.36       | \$ 108.36      | \$ 214.19                |                             | \$ 214.19      | + disposal - \$59.80/ton |
| 20 Cubic Yards | \$ 108.36       | \$ 108.36      | \$ 232.11                |                             | \$ 232.11      | + disposal - \$59.80/ton |
| 30 Cubic Yards | \$ 125.67       | \$ 125.67      | \$ 267.80                |                             | \$ 267.80      | + disposal - \$59.80/ton |
| 40 Cubic Yards | \$ 125.67       | \$ 125.67      | \$ 285.60                |                             | \$ 285.60      | + disposal - \$59.80/ton |

## Frontload Compactor Services (Vertipak) Monthly Service Cost

| Container Size | Times Per Week | Proposed Per Load Charge | Proposed Franchise Per Load | Total Per Load | Comments |
|----------------|----------------|--------------------------|-----------------------------|----------------|----------|
| 3 Cubic Yards  | 4.00           | \$ 942.86                |                             | \$ 942.86      |          |
| 4 Cubic Yards  | 4.00           | \$ 1,290.02              |                             | \$ 1,290.02    |          |
| 6 Cubic Yards  | 2.00           | \$ 961.24                |                             | \$ 961.24      |          |
| 6 Cubic Yards  | 4.00           | \$ 1,922.48              |                             | \$ 1,922.48    |          |

## Frontload Compactor Services (Vertipak) per Lift Cost

| Container Size | Proposed Per Lift Charge | Proposed Franchise Per Load | Total Per Load | Comments |
|----------------|--------------------------|-----------------------------|----------------|----------|
| 4 Cubic Yards  | \$ 74.43                 |                             | \$ 74.43       |          |
| 6 Cubic Yards  | \$ 110.92                |                             | \$ 110.92      |          |
| 8 Cubic Yards  | \$ 143.01                |                             | \$ 143.01      |          |

## Rates 01-01-25

### Mount Dora Commercial Cart Service Rates

| Number of<br>96 gallon carts | Collection<br>Frequency Per Week | Rate<br>Per Month | Additional        |                | Franchise<br>Fee | Total<br>Per Mo. |
|------------------------------|----------------------------------|-------------------|-------------------|----------------|------------------|------------------|
|                              |                                  |                   | Billing<br>Charge | City<br>Charge |                  |                  |
| 1                            | 2                                | \$ 28.11          |                   |                | \$ 2.81          | \$ 30.92         |
| 2                            | 2                                | \$ 56.23          |                   |                | \$ 5.62          | \$ 61.85         |
| 3                            | 2                                | \$ 84.33          |                   |                | \$ 8.43          | \$ 92.76         |
| 4                            | 2                                | \$ 112.43         |                   |                | \$ 11.24         | \$ 123.67        |
| 5                            | 2                                | \$ 140.54         |                   |                | \$ 14.05         | \$ 154.59        |
| 6                            | 2                                | \$ 168.66         |                   |                | \$ 16.87         | \$ 185.53        |
| 7                            | 2                                | \$ 196.76         |                   |                | \$ 19.68         | \$ 216.44        |
| 8                            | 2                                | \$ 224.87         |                   |                | \$ 22.49         | \$ 247.36        |
| 9                            | 2                                | \$ 252.99         |                   |                | \$ 25.30         | \$ 278.29        |
| 10                           | 2                                | \$ 281.10         |                   |                | \$ 28.11         | \$ 309.21        |

Services highlighted in green available to all commercial businesses desiring 96-gallon cart services

Services highlighted in red are only available to high volume trash commercial businesses where property size or other limitations restrict the use of a front load dumpster

**CPI for All Urban Consumers (CPI-U)**  
**Original Data Value**

**For the City of Mount Dora**

**Series Id:** CUUR0000SEHG02,CUUS0000SEHG02

**Not Seasonally Adjusted**

**Series Title:** Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted

**Area:** U.S. city average

**Item:** Garbage and trash collection

**Base Period:** DECEMBER 1983=100

**Years:** 2014 to 2024

| Year | Jan     | Feb     | Mar     | Apr     | May     | Jun     | Jul     | Aug     | Sep     | Oct     | Nov     | Dec     | HALF1   | HALF2   |
|------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 2014 | 422.440 | 422.483 | 423.413 | 425.393 | 425.242 | 425.930 | 426.562 | 426.771 | 427.327 | 427.995 | 427.808 | 428.187 |         |         |
| 2015 | 427.734 | 429.248 | 429.235 | 429.807 | 431.234 | 430.813 | 431.229 | 432.967 | 433.843 | 434.829 | 436.428 | 436.996 |         |         |
| 2016 | 437.205 | 438.296 | 437.699 | 437.676 | 438.317 | 437.858 | 438.607 | 439.358 | 439.707 | 440.311 | 443.343 | 444.745 |         |         |
| 2017 | 446.266 | 447.699 | 446.987 | 447.129 | 447.272 | 448.046 | 448.328 | 448.717 | 449.008 | 452.196 | 453.820 | 453.596 |         |         |
| 2018 | 453.354 | 454.915 | 455.230 | 458.722 | 462.887 | 465.041 | 465.579 | 470.457 | 471.026 | 472.535 | 486.650 | 485.935 | 458.358 | 475.364 |
| 2019 | 475.687 | 477.474 | 478.569 | 479.449 | 480.865 | 480.984 | 482.138 | 483.987 | 484.346 | 486.133 | 486.485 | 486.708 | 478.838 | 484.966 |
| 2020 | 491.003 | 494.429 | 495.288 | 494.432 | 494.946 | 496.679 | 498.564 | 500.882 | 501.756 | 503.315 | 504.970 | 508.190 | 494.463 | 502.946 |
| 2021 | 512.722 | 517.270 | 518.505 | 518.579 | 516.440 | 517.202 | 521.185 | 524.408 | 529.934 | 530.114 | 529.053 | 532.538 | 516.786 | 527.872 |
| 2022 | 533.078 | 538.313 | 540.719 | 542.564 | 544.546 | 547.554 | 548.187 | 548.706 | 558.254 | 561.090 | 563.816 | 565.185 | 541.129 | 557.540 |
| 2023 | 570.412 | 575.697 | 576.773 | 580.124 | 587.431 | 589.812 | 596.167 | 597.347 | 596.997 | 597.569 | 601.631 | 602.164 | 580.042 | 598.646 |
| 2024 | 606.773 | 610.551 | 610.015 | 611.073 |         |         |         |         |         |         |         |         |         |         |

Index Change = 30.949

CPI Change = 5.33%

NTE 3.5% = 3.50%

Minimum CPI 2% 2.00%

Total CPI Applied 3.50%





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

---

**DATE:** December 17, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request to Ratify Approval of Emergency Task Authorization for Cathcart Construction Company, LLC to Repair Hurricane Milton Damaged Drainage Outfall in the Country Club of Mount Dora

---

**Introduction:**

This is a request for Council to ratify City Manager approval of an emergency task authorization to repair a Hurricane Milton damaged drainage outfall in the Country Club of Mount Dora.

**Discussion:**



During Hurricane Milton, the drainage outfall easement located between homes at 9063 and 9065 St. Andrews Way suffered severe erosion damage. This damage put houses located on either side of the eroded area in jeopardy.

In order to expedite the backfill operation urgently needed to restore the storm-damaged slope and protect two houses, the City Manager authorized a task authorization with Cathcart Construction Company - Florida, LLC.

Authorization was given November 19, 2024 under State of Emergency Resolution 2024-40, 1st Extension. Work began on November 21, 2024 and is expected to be complete on December 5, 2024.

**Budget Impact:**

The \$125,025.00 cost with potential reimbursable by FEMA as restoration of Hurricane Milton caused damage.

**Strategic Impact:**

GOAL 2: Infrastructure / Public Safety

**Recommendation:**

Council ratify approval of the emergency task authorization to repair a Hurricane Milton damaged drainage outfall in the Country Club of Mount Dora.

**Attachment(s):**

1. Signed TA Cathcart

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

Approved - 12/4/2024  
Approved - 12/4/2024  
Approved - 12/4/2024  
Approved - 12/9/2024  
Approved - 12/9/2024  
Final Approval - 12/10/2024

**CITY OF MOUNT DORA  
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Cathcart Construction Company-Florida, LLC, (Contractor) and the City of Mount Dora, approved under Piggyback Agreement, Council Agenda Consent Agenda Item #1 July 2, 2024, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

**Project Name:** Street Resurfacing and Repair – Underdrainage Improvements – St. Andrews Country Club

**Project Amount:** \$ 125,025.00

**Budget Account Number:** GL 015-5555-538.46-01 – HC2515 (Milton Washout Restoration )

**City Project Manager:** Johnny Reynolds

**Contractor:** Cathcart Construction Company-Florida, LLC

**Contractor Project Manager:** Ryan Whitmer

**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, P.E., Director of Public Works

Date: 11/19/2024

Signature: 

Reviewed By:

Print: Johnny Reynolds, Project Manager –Public Works

Date: 11/19/2024

Signature: 

**CONTRACTOR ACCEPTANCE**

**CITY APPROVAL**

Print Name: Ryan Whitmer

Print Name: Vince Sandersfeld

Signature: 

Signature: 

Date: 11-19-24

Date: 11/19/2024

*Authorized under state of Emergency  
Res. 2024-40 (5<sup>th</sup> Extension)*

## **Exhibit A – Scope of Work**

### **(Milton Washout Restoration)**

Perform restoration according to the Country Club of Mount Dora Washout Repair Plans dated November 2024.

The plans are appended to this task authorization document.

## **Exhibit B – Sub-Contractors**

1. Tierra (density testing and vibration monitoring)

### **Exhibit C – Schedule**

Project completion ~~10~~  
20 days following receipt of a purchase order for the work.

### **Exhibit D – Compensation**

Compensation according to the Contractor's price proposal appended to this document.





**Cathcart Construction Company**  
- Florida, LLC -

**Project: Wash Out Repair - 9065 St. Andrews Way**  
9065 St. Andrews Way

**PROPOSAL**  
November 18, 2024

| DESCRIPTION                                                                                  | QUANTITY | UNIT OF MEASURE | UNIT PRICE   | TOTAL         |
|----------------------------------------------------------------------------------------------|----------|-----------------|--------------|---------------|
| Mobilization / Demobilization                                                                | 1        | LS              | \$ 10,000.00 | \$ 10,000.00  |
| Crew Time - Installing Stabilization Mats, Removing Sod, Place, Grade & Compact Washout Area | 8        | DYS             | \$ 8,750.00  | \$ 70,000.00  |
| Crew Time - Export Existing Material                                                         | 1        | DYS             | \$ 8,750.00  | \$ 8,750.00   |
| Install Geogrid                                                                              | SY       | 155             | \$ 15.00     | \$ 2,325.00   |
| Import Fill                                                                                  | 200      | CY              | \$ 30.00     | \$ 6,000.00   |
| Ground Stabilization Mats                                                                    | 1        | MO              | \$ 3,500.00  | \$ 3,500.00   |
| Vibration Monitors                                                                           | 10       | DYS             | \$ 1,440.00  | \$ 14,400.00  |
| Density Testing                                                                              | 1        | LS              | \$ 1,500.00  | \$ 1,500.00   |
| Sidewalk Replacement                                                                         | 25       | SY              | \$ 70.00     | \$ 1,750.00   |
| Saint Augustine                                                                              | 800      | SY              | \$ 6.00      | \$ 4,800.00   |
| Export Existing Material                                                                     | 125      | CY              | \$ 16.00     | \$ 2,000.00   |
|                                                                                              |          |                 |              | \$ 125,025.00 |

\*\*\*NOTES\*\*\*

Priced based on estimated quantities to be trued up upon completion



# CONSTRUCTION PLANS for COUNTRY CLUB OF MOUNT DORA WASHOUT REPAIR CITY OF MOUNT DORA, FLORIDA



#### CONSULTANT CONTACTS:

CIVIL ENGINEERING  
DRMP, INC.  
941 LAKE BALDWIN LANE  
ORLANDO, FL 32814  
DESIGN FOX, P.E. 407-896-0594

GEOTECHNICAL ENGINEERING  
UES  
3532 MAGGIE BLVD  
ORLANDO, FL 32811  
ANDREW S. WILDEROTTER, P.E. 407-423-0504



City of Mount Dora, FL  
900 N. Donnelly St.  
Mount Dora, FL 32757

George Marek  
Director of Public Works  
Phone: (352) 630-8164



941 LAKE BALDWIN LANE - ORLANDO, FLORIDA 32814

NOVEMBER, 2024

PROJECT NO. 18-0012.004

#### PROJECT SHEET INDEX

C1.0 COVER SHEET AND INDEX OF DRAWINGS  
C1.1 GENERAL NOTES  
C2.0 SITE PLAN AND DETAILS

NOTE:  
ATTENTION IS DIRECTED TO THE FACT THAT  
THESE PLANS MAY HAVE BEEN ALTERED IN  
SIZE BY REPRODUCTION. THIS MUST BE  
CONSIDERED WHEN OBTAINING SCALED DATA.

CALL 48 HOURS  
BEFORE YOU DIG

IT'S THE LAW!  
DIAL 811



Know what's below.  
Call before you dig.

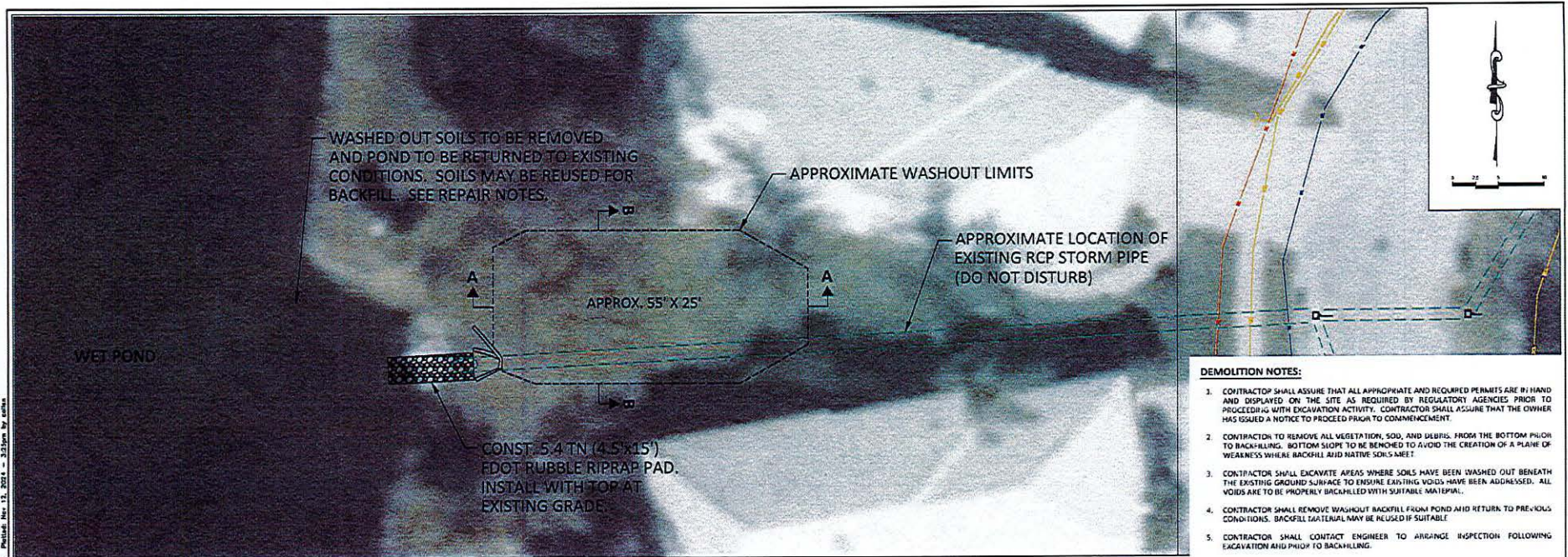
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

| REVISIONS |      |             |    | REVISIONS |      |             |    | DESIGNED BY |      | DRMP, Inc. | <br>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS<br>Certificate of Authorization No. 2548<br>941 Lake Baldwin Lane - Orlando, Florida 32814<br>Phone: 407-896-0594 Fax: 407-896-0595 WWW.DRMP.COM | CONSTRUCTION PLANS FOR<br><b>COUNTRY CLUB OF<br/>                     MOUNT DORA</b><br><b>WASHOUT REPAIR</b><br>CITY OF MOUNT DORA, FLORIDA | COVER SHEET<br>AND<br>INDEX OF DRAWINGS |  | PROJECT NO.<br>18-0012.004<br>SCALE: NONE<br>DATE: NOVEMBER, 2024<br>DRAWING: C1.0 |
|-----------|------|-------------|----|-----------|------|-------------|----|-------------|------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--|------------------------------------------------------------------------------------|
| NO.       | DATE | DESCRIPTION | BY | NO.       | DATE | DESCRIPTION | BY | DESIGNED BY | DATE |            |                                                                                                                                                                                                    |                                                                                                                                              |                                         |  |                                                                                    |
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|                                                                                     |                           |
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|  | PRODUCT NO.<br>180012.004 |
| DATE<br>NOVEMBER, 2014                                                              | SOURCE<br>NONE            |
| CLASSIFICATION<br>CONTROL                                                           | C1.1                      |

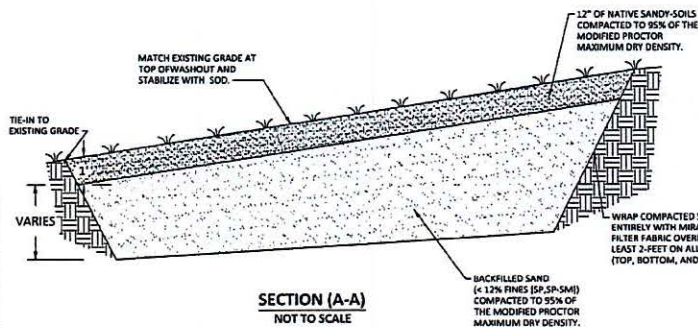




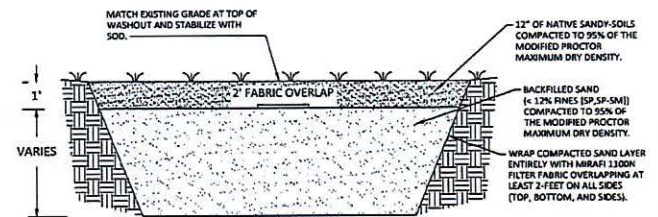
- DEMOLITION NOTES:**
1. CONTRACTOR SHALL ASSURE THAT ALL APPROPRIATE AND REQUIRED PERMITS ARE IN HAND AND DISPLAYED ON THE SITE AS REQUIRED BY REGULATORY AGENCIES PRIOR TO PROCEEDING WITH EXCAVATION ACTIVITY. CONTRACTOR SHALL ASSURE THAT THE OWNER HAS ISSUED A NOTICE TO PROCEED PRIOR TO COMMENCEMENT.
  2. CONTRACTOR TO REMOVE ALL VEGETATION, SOIL, AND DEBRIS FROM THE BOTTOM PRIOR TO BACKFILLING. BOTTOM SLOPE TO BE BENCHMARKED TO AVOID THE CREATION OF A PLANE OF WEARNESS WHILE BACKFILL AND NATIVE SOILS MEET.
  3. CONTRACTOR SHALL EXCAVATE AREAS WHERE SOILS HAVE BEEN WASHED OUT BENEATH THE EXISTING GROUND SURFACE TO ENSURE EXISTING VOIDS HAVE BEEN ADDRESSED. ALL VOIDS ARE TO BE PROPERLY BACKFILLED WITH SUITABLE MATERIAL.
  4. CONTRACTOR SHALL REMOVE WASHOUT BACKFILL FROM POND AND RETURN TO PREVIOUS CONDITIONS. BACKFILL MATERIAL MAY BE REUSED IF SUITABLE.
  5. CONTRACTOR SHALL CONTACT ENGINEER TO ARRANGE INSPECTION FOLLOWING EXCAVATION AND PRIOR TO BACKFILLING.

**REPAIR NOTES:**

1. AFTER COMPLETION OF DEMOLITION AND EXCAVATION, CONTRACTOR TO COMPARE ESTIMATED QUANTITIES WITH THE ENGINEER'S ESTIMATED QUANTITIES FOR SAND, SANDY-SOIL, FILTER FABRIC, AND SOD BASED ON THE SIZE OF THE FULLY EXCAVATED WASHED OUT AREA. CONTRACTOR QUANTITIES TO BE REVIEWED BY EOR PRIOR TO PURCHASE OF MATERIALS.
2. AFTER COMPLETION OF DEMOLITION AND EXCAVATION, BACKFILL ENTIRE AREA WITH COMPACTED SAND WRAPPED COMPLETELY IN MIRAFI 1100N FABRIC. FABRIC SHALL ENCOMPASS THE COMPACTED SAND ON BOTTOM, SIDES AND OVER THE TOP, OVERLAPPING AT LEAST 2-FEET ALONG THE EDGES.
3. BACKFILLED SANDY-SOILS SHALL BE PLACED ON TOP OF THE MIRAFI 1100N FABRIC IN MAXIMUMS OF 12-INCH LOOSE LIFTS COMPACTED TO 95% OF THE MODIFIED PROCTOR MAXIMUM DENSITY.
4. CONTRACTOR TO AVOID CAUSING ANY ADDITIONAL DAMAGE TO IMPACTED IRRIGATION LINE. IRRIGATION LINE TO BE REPAIRED AS BACKFILL IS BEING COMPLETED.
5. CONTRACTOR SHALL LEAVE SITE FREE OF HOLES, HAZARDS, IMPOUNDMENTS AND DEBRIS UPON COMPLETION.
6. DISPOSAL OF ALL MATERIAL LEAVING THE SITE WILL BE ON HAUL ROUTES, BY METHODS AND TO A DISPOSAL SITE AS APPROVED BY CITY OF MOUNT DORA.
7. NOISE LEVELS AND HOURS OF DEMOLITION OPERATIONS RELATED THERETO SHALL BE AS DIRECTED BY OWNER.
8. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN THE WORKING OF ALL EXISTING IRRIGATION COMPONENTS AND UNDERGROUND UTILITIES THROUGHOUT THE DURATION OF CONSTRUCTION. NO INTERRUPTION TO IRRIGATION OR ANY UTILITY SERVICES SHALL EXTEND BEYOND ONE WORK DAY. ANY SYSTEMS NOT FUNCTIONING CORRECTLY SHALL BE REPORTED TO THE CITY AND REPAIRED PRIOR TO END OF EACH WORK DAY.
9. CONTRACTOR TO USE MEANS AND METHODS TO MINIMIZE SUSPENSION OF SOIL MATERIAL INTO WATER LENS OF WET POND. IF REQUIRED USE TURBIDITY BARRIER.



**SECTION (A-A)**  
NOT TO SCALE



**SECTION (B-B)**  
NOT TO SCALE

| REVISIONS |      |             |    | REVISIONS |      |             |    | REVISIONS  |      | REVISIONS  |      |
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**DRMP, Inc.**  
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

Certificate of Authorization No. 2548  
941 Lake Baldwin Lane • Orlando, Florida 32824  
Phone: 407.855.0594 Fax: 407.856.4234 WWW.DRMP.COM

**COUNTRY CLUB OF MOUNT DORA**  
**WASHOUT REPAIR**  
CITY OF MOUNT DORA, FLORIDA

**SITE PLAN AND CROSS-SECTIONS**

PROJECT NO: 18-0012.004  
SCALE: 1" = 40'  
DATE: NOVEMBER, 2024  
DRAWN: C2.0

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE



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

---

**DATE:** December 17, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Approval of Purchase Order 25-01381 for Cathcart Construction Company-Florida, LLC for Work to Repair Water Main Line Break by Contractor During Site Clearing on US Hwy 441

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**Introduction:**

Request approval of purchase order 25-01381 with Cathcart Construction Company-Florida, LLC for repair of water main broken by contractor negligence.

**Discussion:**

City staff requests approval for a purchase order in the amount of \$228,585 to Cathcart Construction. This expense is the result of a water main strike caused by Drinkwater & Drinkwater Inc. during the course of their work. Per the incident, the City of Mount Dora has incurred significant costs to repair the water main damage. The City is actively pursuing reimbursement from Drinkwater & Drinkwater Inc. for the costs associated with this incident. The purchase order to Cathcart Construction is essential for the repair work which was completed by Cathcart Construction to restore potable water service throughout the city.

**Budget Impact:**

Repair work cost \$228,585.00 GL 421-1930-536.46-01 - Water Distribution Repair and Maintenance account with anticipation of reimbursement from the contractor.

**Strategic Impact:**

Objective 2.4 Sustain City Infrastructure

**Recommendation:**

Council approve purchase order 25-01381 for Cathcart Construction Company-Florida, LLC

**Attachment(s):**

1. PO # 25-01381 - Cathcart Water Main Repair



|              |                                                            |                             |
|--------------|------------------------------------------------------------|-----------------------------|
| Prepared by: | vedderl vedderl, Administrative Assistant                  |                             |
| Reviewed by: | vedderl vedderl, Administrative Assistant                  | Approved - 12/5/2024        |
|              | Andrew Marsian, Director of Utilities and Plant Operations | Approved - 12/5/2024        |
|              | Matthew Dodson, Budget Officer                             | Approved - 12/5/2024        |
|              | Rita Meade, Finance Director                               | Approved - 12/5/2024        |
|              | City Attorney, City Attorney                               | Approved - 12/9/2024        |
|              | Jeanann Hand, City Clerk                                   | Approved - 12/9/2024        |
|              | Vince Sandersfeld, City Manager                            | Final Approval - 12/10/2024 |



**CITY OF  
MOUNT  
DORA**

510 N Baker St  
Mount Dora, Florida 32757  
Phone: (352) 735-7120 Fax: (352) 385-2406  
Email: [accountspayable@mountdora.gov](mailto:accountspayable@mountdora.gov)

**PURCHASE ORDER**

NO.: 25-01381

DATE: 11/26/24

VENDOR NO.: 100977

**Issued To:**

CATHCART CONSTRUCTION CO-FL LLC  
2564 CONNECTION POINT  
OVIEDO FL 32765

**Ship To:**

WATER DISTRIBUTION  
LEY VEDDER  
1501 ROBIE AVENUE  
Mount Dora, FL 32757

**PO Description:** WATER MAIN BREAK REPAIR - SEEKING REIMBURSEMENT

| Quantity | Unit | Description              | Unit Cost    | Amount       |
|----------|------|--------------------------|--------------|--------------|
| 1        | EA   | WATER MAIN BREAK REPAIRS | \$228,585.00 | \$228,585.00 |

421-1930-536.46-01

TOTAL: \$228,585.00**Notes:**

Please send all invoices directly to  
[accountspayable@mountdora.gov](mailto:accountspayable@mountdora.gov)

The Purchase Order Number MUST appear on all  
Packing Slips and Invoices.

The City is Tax Exempt Unless Otherwise  
Represented Above.

FL TAX # 85-8012621644C-3

FED ID # 59-6000380

The City reserves the right to amend, change or  
cancel this Purchase Order or any part thereof  
without recourse from the vendor shown. This Purchase  
Order is void 180 days after the listed delivery date  
above unless extended by written permission of the  
City.

Authorized Signature

## TERMS AND CONDITIONS

1. **AGREEMENT.** This Purchase Order including the terms and conditions hereof, and other documents attached or referenced by the City constitute the sole and entire agreement between the parties hereto. The City does hereby retain the Supplier to furnish those goods and/or services and perform those tasks as described in this Purchase Order and as further described in any additional documents attached hereto by the City and incorporated herein. This Purchase Order shall be construed and interpreted under the laws of the State of Florida. In the event of legal action in connection with this Purchase Order, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action which may be brought pursuant to this Purchase Order.
2. **DELIVERY OF GOODS AND SERVICES.** Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the City to cancel this Purchase Order holding the Supplier accountable therefor, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Florida Statutes, Chapter 672, unless deferred shipment is requested and agreed to by the City in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the City's right to cancel this order with respect to subsequent deliveries.
3. **WARRANTY.** Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to City that the goods or services shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for City's particular purpose. Supplier further warrants that at the time the goods or services are accepted by City, they shall have been produced, sold, delivered and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-596), as amended, (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.
4. **MODIFICATIONS.** This Purchase Order can be modified or rescinded only in writing executed by the parties.
5. **TERMINATION.** The City may, by written notice to the Supplier, terminate this Purchase Order, in whole or in part, at any time, either for the City's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice of termination, Supplier shall discontinue any further deliveries unless the notice directs otherwise. In such event, City shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this Purchase Order. In no event shall City be liable for incidental or consequential damages by reason of such termination.
6. **INDEMNIFICATION.** The Supplier agrees to be liable for any and all damages, losses, and expenses incurred, by the City in any way related to the goods and/or services provided herein, caused by the acts and/or omissions of the Supplier. The Supplier agrees to indemnify, defend and hold the City harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Supplier through and including any appeals in any way related to the goods and/or services provided herein. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage and shall survive termination or natural expiration of this Agreement. The Supplier waives any and all right or opportunity to contest the enforceability of this paragraph and agrees that in the event this paragraph, or any part hereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this paragraph shall be construed so as to be enforceable to the maximum extent permitted by applicable law. It is understood and agreed that the City retains all rights, benefits and entitlements of sovereign immunity in accordance with Florida Statutes, Section 768.28.
7. **INSURANCE.** Supplier shall obtain and maintain in force adequate insurance as directed by the City. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish the City with Certificate of Insurance upon request. Any certificate requested shall be provided to the City within ten (10) days from notice. Supplier shall notify the City in the event of cancellation, material change, or alteration related to the Supplier's insurance coverage. **All policies shall name the City of Mount Dora as an additional insured.**
8. **INSPECTION.** All goods and services are subject to inspection and rejection by the City at any time including during their manufacture, construction or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the City, at its option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection and quality control.
9. **TAXES.** The City of Mount Dora is not subject to tax.
10. **FLORIDA PROMPT PAYMENT ACT.** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to the City of Mount Dora, 510 N. Baker St. Mount Dora Florida 32757. Invoices are to be billed at the prices stipulated. All invoices must reference the City's Purchase Order number.
11. **DISCOUNT PAYMENT TERMS.** It shall be understood that the cash discount period to the City will be from the date of the invoice and not from the receipt of goods/services.
12. **PRICE PROTECTION.** Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this Purchase Order, subsequent to its acceptance but prior to payment therefor, will be applicable to this Purchase Order.
13. **PACKAGING AND SHIPPING.** Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling and shipping information and also this Purchase Order number. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.
14. **QUANTITY.** The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from the City. Excess quantities may be returned to Supplier at Supplier's expense in the sole discretion of the City.
15. **ASSIGNMENT.** Supplier may not assign, transfer or subcontract any part of this Purchase Order or any right or obligation hereunder without the City's written consent. Any unauthorized assignment, transfer or subcontract shall be null and void.
16. **EQUAL OPPORTUNITY EMPLOYER.** The City is an Equal Employment Opportunity (EEO) employer and, as such, requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin and creed as may be applicable to the Supplier. Any authorized subcontracts shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.
17. **RIGHT TO AUDIT RECORDS.** The City shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to performance under this Purchase Order or any supplement to this Purchase Order. Supplier shall maintain such books and records for a period of five (5) years from the date of final payment under this Purchase Order unless the City otherwise authorizes a shorter period in writing.
18. **FISCAL YEAR FUNDING APPROPRIATION.** Goods and/or services to be provided in accordance with the Purchase Order are subject to the annual appropriation of funds by the City in its sole discretion.
19. **FAILURE TO ACCEPT PURCHASE ORDER.** Failure of the Supplier to accept this Purchase Order as specified may be cause for cancellation. Suppliers who default are subject to suspension and/or debarment in the sole discretion of the City.
20. **AGREEMENT AND PURCHASE ORDER CONFLICT.** To the extent of any conflict between this Purchase Order or any purchase order or other document issued by the Supplier the terms and conditions of this Purchase Order shall prevail. Whenever the terms and conditions of any Main/Master Agreement, between the City and the Supplier, conflict with this Purchase Order, the terms and conditions of the Main/Master Agreement shall prevail.
21. **FLORIDA PUBLIC RECORDS ACT.** Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Florida Statutes, Chapter 119.
22. **E-VERIFY. EMPLOYMENT ELIGIBILITY VERIFICATION.** Supplier shall be registered with the U.S. Department of Homeland Security's E-Verify system to provide goods or perform work under this Purchase Order and shall fully comply with the requirements of Florida Statutes, Section 448.095. Information on the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.



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

---

**DATE:** December 17, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Approval of Purchase Order 25-01379 for Cathcart Construction Company-FLorida, LLC for Repair to 20" Broken Gravity Main During Hurricane Milton

---

**Introduction:**

This is a request to approve purchase order 25-01379 with Cathcart Construction Co-FL, LLC to repair 20" gravity sewer main damaged during Hurricane Milton.

**Discussion:**

City staff requests approval for a purchase order in the amount of \$379,561 to Cathcart Construction. This work was necessary due to a failure of a 20" sanitary line and an abandoned lift station plug, both of which required extensive repair and lining. The need for these repairs arose unexpectedly and were identified by the intense flooding during and after Hurricane Milton. City staff has determined that these costs are eligible for reimbursement from FEMA and anticipate reimbursement for the full amount of the repair work.

**Budget Impact:**

Total cost of repair work: \$379,561.00 GL 015-5555-536-46-01 HC2515 anticipating FEMA reimbursement.

**Strategic Impact:**

Goal 2.4 Sustain City Infrastructure

**Recommendation:**

Council Approve the purchase order PO 25-01379 for Cathcart Construction Co-FL LLC

**Attachment(s):**

1. PO 25-01379 - Cathcart - Gravity Main Repair Milton



|              |                                                            |                             |
|--------------|------------------------------------------------------------|-----------------------------|
| Prepared by: | vedderl vedderl, Administrative Assistant                  |                             |
| Reviewed by: | Andrew Marsian, Director of Utilities and Plant Operations | Approved - 12/5/2024        |
|              | Matthew Dodson, Budget Officer                             | Approved - 12/5/2024        |
|              | Rita Meade, Finance Director                               | Approved - 12/5/2024        |
|              | City Attorney, City Attorney                               | Approved - 12/9/2024        |
|              | Jeanann Hand, City Clerk                                   | Approved - 12/9/2024        |
|              | Vince Sandersfeld, City Manager                            | Final Approval - 12/10/2024 |

## ATTACHMENT #1



**CITY OF  
MOUNT  
DORA**

510 N Baker St  
Mount Dora, Florida 32757  
Phone: (352) 735-7120 Fax: (352) 385-2406  
Email: accountspayable@mountdora.gov

**PURCHASE ORDER**

NO.: 25-01379

DATE: 11/26/24

VENDOR NO.: 100977

**Issued To:**

CATHCART CONSTRUCTION CO-FL LLC  
2564 CONNECTION POINT  
OVIEDO FL 32765

**Ship To:**

COLLECTIONS  
LEY VEDDER  
1501 ROBIE AVENUE  
Mount Dora, FL 32757

**PO Description:** REPAIRS TO 20" GRAVITY MAIN, DAMAGED DURING HURRICANE MILTON

| Quantity | Unit | Description                     | Unit Cost    | Amount       |
|----------|------|---------------------------------|--------------|--------------|
| 1        | EA   | REPAIR 20" GRAVITY MAIN -MILTON | \$379,561.00 | \$379,561.00 |

015-5555-536.46-01-HC2515

TOTAL:

\$379,561.00

**Notes:**

Please send all invoices directly to  
accountspayable@mountdora.gov

The Purchase Order Number MUST appear on all  
Packing Slips and Invoices.

The City is Tax Exempt Unless Otherwise  
Represented Above.

FL TAX # 85-8012621644C-3

FED ID # 59-6000380

The City reserves the right to amend, change or  
cancel this Purchase Order or any part thereof  
without recourse from the vendor shown. This Purchase  
Order is void 180 days after the listed delivery date  
above unless extended by written permission of the  
City.

Authorized Signature

## TERMS AND CONDITIONS

1. **AGREEMENT.** This Purchase Order including the terms and conditions hereof, and other documents attached or referenced by the City constitute the sole and entire agreement between the parties hereto. The City does hereby retain the Supplier to furnish those goods and/or services and perform those tasks as described in this Purchase Order and as further described in any additional documents attached hereto by the City and incorporated herein. This Purchase Order shall be construed and interpreted under the laws of the State of Florida. In the event of legal action in connection with this Purchase Order, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action which may be brought pursuant to this Purchase Order.
2. **DELIVERY OF GOODS AND SERVICES.** Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the City to cancel this Purchase Order holding the Supplier accountable therefor, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Florida Statutes, Chapter 672, unless deferred shipment is requested and agreed to by the City in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the City's right to cancel this order with respect to subsequent deliveries.
3. **WARRANTY.** Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to City that the goods or services shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for City's particular purpose. Supplier further warrants that at the time the goods or services are accepted by City, they shall have been produced, sold, delivered and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-596), as amended, (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.
4. **MODIFICATIONS.** This Purchase Order can be modified or rescinded only in writing executed by the parties.
5. **TERMINATION.** The City may, by written notice to the Supplier, terminate this Purchase Order, in whole or in part, at any time, either for the City's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice of termination, Supplier shall discontinue any further deliveries unless the notice directs otherwise. In such event, City shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this Purchase Order. In no event shall City be liable for incidental or consequential damages by reason of such termination.
6. **INDEMNIFICATION.** The Supplier agrees to be liable for any and all damages, losses, and expenses incurred, by the City in any way related to the goods and/or services provided herein, caused by the acts and/or omissions of the Supplier. The Supplier agrees to indemnify, defend and hold the City harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Supplier through and including any appeals in any way related to the goods and/or services provided herein. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage and shall survive termination or natural expiration of this Agreement. The Supplier waives any and all right or opportunity to contest the enforceability of this paragraph and agrees that in the event this paragraph, or any part hereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this paragraph shall be construed so as to be enforceable to the maximum extent permitted by applicable law. It is understood and agreed that the City retains all rights, benefits and entitlements of sovereign immunity in accordance with Florida Statutes, Section 768.28.
7. **INSURANCE.** Supplier shall obtain and maintain in force adequate insurance as directed by the City. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish the City with Certificate of Insurance upon request. Any certificate requested shall be provided to the City within ten (10) days from notice. Supplier shall notify the City in the event of cancellation, material change, or alteration related to the Supplier's insurance coverage. **All policies shall name the City of Mount Dora as an additional insured.**
8. **INSPECTION.** All goods and services are subject to inspection and rejection by the City at any time including during their manufacture, construction or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the City, at its option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection and quality control.
9. **TAXES.** The City of Mount Dora is not subject to tax.
10. **FLORIDA PROMPT PAYMENT ACT.** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to the City of Mount Dora, 510 N. Baker St. Mount Dora Florida 32757. Invoices are to be billed at the prices stipulated. All invoices must reference the City's Purchase Order number.
11. **DISCOUNT PAYMENT TERMS.** It shall be understood that the cash discount period to the City will be from the date of the invoice and not from the receipt of goods/services.
12. **PRICE PROTECTION.** Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this Purchase Order, subsequent to its acceptance but prior to payment therefor, will be applicable to this Purchase Order.
13. **PACKAGING AND SHIPPING.** Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling and shipping information and also this Purchase Order number. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.
14. **QUANTITY.** The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from the City. Excess quantities may be returned to Supplier at Supplier's expense in the sole discretion of the City.
15. **ASSIGNMENT.** Supplier may not assign, transfer or subcontract any part of this Purchase Order or any right or obligation hereunder without the City's written consent. Any unauthorized assignment, transfer or subcontract shall be null and void.
16. **EQUAL OPPORTUNITY EMPLOYER.** The City is an Equal Employment Opportunity (EEO) employer and, as such, requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin and creed as may be applicable to the Supplier. Any authorized subcontracts shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.
17. **RIGHT TO AUDIT RECORDS.** The City shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to performance under this Purchase Order or any supplement to this Purchase Order. Supplier shall maintain such books and records for a period of five (5) years from the date of final payment under this Purchase Order unless the City otherwise authorizes a shorter period in writing.
18. **FISCAL YEAR FUNDING APPROPRIATION.** Goods and/or services to be provided in accordance with the Purchase Order are subject to the annual appropriation of funds by the City in its sole discretion.
19. **FAILURE TO ACCEPT PURCHASE ORDER.** Failure of the Supplier to accept this Purchase Order as specified may be cause for cancellation. Suppliers who default are subject to suspension and/or debarment in the sole discretion of the City.
20. **AGREEMENT AND PURCHASE ORDER CONFLICT.** To the extent of any conflict between this Purchase Order or any purchase order or other document issued by the Supplier the terms and conditions of this Purchase Order shall prevail. Whenever the terms and conditions of any Main/Master Agreement, between the City and the Supplier, conflict with this Purchase Order, the terms and conditions of the Main/Master Agreement shall prevail.
21. **FLORIDA PUBLIC RECORDS ACT.** Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Florida Statutes, Chapter 119.
22. **E-VERIFY. EMPLOYMENT ELIGIBILITY VERIFICATION.** Supplier shall be registered with the U.S. Department of Homeland Security's E-Verify system to provide goods or perform work under this Purchase Order and shall fully comply with the requirements of Florida Statutes, Section 448.095. Information on the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.



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

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**DATE:** December 17, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Ratification of the Eighth and Ninth Extensions of Resolution 2024-40, Local State of Emergency Related to Hurricane Milton

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**Introduction:**

This is a request for Council to ratify the Eighth and Ninth extensions of Resolution 2024-40, State of Emergency Related to Hurricane Milton.

**Discussion:**

Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7-day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community. On October 7, 2024, at 10:00 a.m., in preparation for the arrival of Hurricane Milton, an emergency meeting of the Mount Dora City Council was held, and City Council adopted Resolution 2024-40, Local State of Emergency Related to Hurricane Milton.

Chapter 252, *Florida Statutes*, and Resolution 2024-40 permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable. To ensure the health, safety, and welfare of the community, its residents and public facilities, the City of Mount Dora extended the local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration.

Due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities, the local state of emergency was further extended for all territory within the legal boundaries of the City of Mount Dora for additional 7-day durations, up to and including December 9, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

City Council Extension to State of Emergency Approval History:

| Extension | Date Adopted | Date Ratified | Extension Expires |
|-----------|--------------|---------------|-------------------|
| 1st       | 10/14/24     | 11/04/24      | 10/21/24          |
| 2nd       | 10/21/24     | 11/04/24      | 10/28/24          |
| 3rd       | 10/28/24     | 11/04/24      | 11/05/24          |
| 4th       | 11/04/24     | 11/04/24      | 11/11/24          |
| 5th       | 11/11/24     | 12/03/24      | 11/18/24          |
| 6th       | 11/18/24     | 12/03/24      | 11/25/24          |
| 7th       | 11/25/24     | 12/03/24      | 12/02/24          |
| 8th       | 12/2/24      | 12/17/24      | 12/09/24          |
| 9th       | 12/9/24      | 12/17/24      | 12/16/24          |

**Budget Impact:**

In the event any expenses are incurred as a result of Hurricane Milton, a budget amendment will be presented to City Council as potential reimbursements are received, indicating the fund accounts to be adjusted as a result of emergency expenses.

**Strategic Impact:**

Public safety.

**Recommendation:**

Staff requests Council ratify the eighth and ninth extensions of Resolution 2024-40.

**Attachment(s):**

1. Reso No. 2024-40 (with Extensions 1-9) State of Emergency Related to Tropical Storm-Hurricane Milton

Prepared by: Vince Sandersfeld, City Manager

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

Approved - 12/2/2024

Approved - 12/2/2024

Approved - 12/10/2024

Approved - 12/10/2024

Final Approval - 12/10/2024



**EMERGENCY RESOLUTION NO. 2024-40**

**A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE LOCAL STATE OF EMERGENCY STEMMING FROM TROPICAL STORM MILTON; PROVIDING THE MAYOR AND THE CITY MANAGER WITH EMERGENCY POWERS, INCLUDING BUT NOT LIMITED TO, THOSE PURSUANT TO CHAPTER 252, FLORIDA STATUTES, THE CITY CHARTER, AND CODE OF ORDINANCES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE DECLARATION OF A LOCAL STATE OF EMERGENCY; PROVIDING FOR THE INAPPLICABILITY OF EMERGENCY EVENT RESPONSE PAY; PROVIDING FOR THE DURATION OF THE LOCAL STATE OF EMERGENCY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on October 5, 2024, Governor Ron DeSantis issued Executive Order 24-214, declaring a state of emergency for a number of counties across the State of Florida, including Lake County, due to the dangers presented by Tropical Storm Milton; and

**WHEREAS**, the forecast indicates that this system will become a large and powerful hurricane before landfall, and there is a significant threat of life-threatening storm surge and damaging wind gusts for the Florida Gulf Coast; and

**WHEREAS**, due to the system's size, the accompanying storm surge, wind, and rainfall impacts will extend across the Florida peninsula, and the faster forward approach of this system will likely result in farther inland penetration of strong winds and heavy rains even after landfall; and

**WHEREAS**, rainfall between four to twelve inches of rain is expected across the Florida peninsula, which is still saturated from the effects of Hurricane Helene, and which will likely lead to flash and riverine flooding, power outages, downed trees, and other impacts threatening the health, safety and welfare of the public, as well as damage to the operational ability of critical public infrastructure, such as roadways, electric, water, and wastewater public utilities; and

**WHEREAS**, because of the forgoing conditions, which are projected to constitute a major disaster, on October 5, 2024, Governor DeSantis issued Executive Order 24-214; and

**WHEREAS**, Section 252.38, *Florida Statutes*, declares it the innate responsibility of local government to safeguard the life and property of its citizens; and

**WHEREAS**, Section 252.38(3)(a)(5), *Florida Statutes*, provides authority for political subdivisions to declare a state of local emergency and to waive the procedures and formalities, otherwise required of political subdivisions, in order to take whatever action is necessary to ensure the health, safety and welfare of the community; and

**WHEREAS**, Section 252.34, *Florida Statutes*, defines “emergency” as any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property; and

**WHEREAS**, there is a the potential for damage to critical City infrastructure, including public buildings, communication systems, streets, roads, facilities, utilities, and to commercial and residential buildings city-wide; and

**WHEREAS**, the City of Mount Dora should take timely precautions to protect public and private property and members of the public from the potential effects of Tropical Storm Milton; and

**WHEREAS**, the City of Mount Dora has determined that it is in the best interest of its employees, citizens and visitors to declare a local state of emergency and indicate the parameters related to the same.

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

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

**SECTION 2.** Declaring a Local State of Emergency. A state of local emergency exists, stemming from Tropical Storm Milton, which poses a threat to the State of Florida, as declared by Governor DeSantis, including Lake County. To the extent necessary under the circumstances and as the status of Tropical Storm Milton changes, certain procedures and formalities otherwise required of the City may be waived, as collectively determined by the Mayor, the City Manager and the City Attorney, to ensure that the City can continue providing day to day operations with as little disruption as possible. Pursuant to Article IV, Section 18 of the City Charter, the Mayor has the authority to take necessary actions in emergency situations which shall extend until the next meeting of the City Council. The procedures and formalities which may be waived are set forth in Section 252.38(3)(a)(5), *Florida Statutes* and include but are not limited to:

- a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety and welfare of the public;
- b. entering into contracts;
- c. incurring obligations;

2 of 4  
Resolution 2024-40

- d. employment of permanent and temporary workers;
- e. utilization of volunteer workers;
- f. rental of equipment;
- g. acquisition and distribution, with or without compensation, of supplies, materials and facilities;
- h. appropriation of expenditure of public funds;
- i. temporary modifications to working environment and procedures.

**SECTION 3. Emergency Event Response Pay Not Applicable.** For the duration of the state of emergency, as declared hereby, there shall not be a suspension of the day to day operations of the City; thus, emergency event response pay, as set forth in Section 6.12 B, of the City of Mount Dora Employment Policy, shall not be applicable unless otherwise deemed necessary by the City Council.

**SECTION 4. Establishment and Enforcement of Curfew.** The Mayor and City Manager are hereby authorized to establish and enforce a curfew within the incorporated areas of the City of Mount Dora, Florida, if deemed necessary and appropriate during the local state of emergency declared by this Resolution and are further authorized to modify and terminate that curfew to the extent necessary under the circumstances and as the status of Tropical Storm Milton changes. Said emergency powers of the Mayor shall not limit the Mayor's authority to act in emergency situations under Article IV, Section 18 of the City of Mount Dora's Charter until the next meeting of the City Council.

**SECTION 5. Duration of Local State of Emergency.** This declared state of local emergency shall remain in full force and effect from the date of adoption of this Resolution, and shall automatically expire seven (7) days after adoption but may be extended by a majority vote of the City Council, as necessary, in seven (7) day increments for a total duration of not more than forty-two (42) days. In addition, should a quorum of the City Council not be reasonably possible, the Mayor or the City Manager or his designee may execute any such extensions of this Resolution, which may be ratified at the next meeting of the City Council.

**SECTION 6. Implementation of Administrative Actions.** The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution, including, in the absence of a quorum of the city Council, the execution of any extensions 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 7. Savings Clause.** All prior actions of the City of Mount Dora pertaining to the state of local emergency related to Tropical Storm Milton, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

**SECTION 8. 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 9. Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 10. Severability.** If any Section or portion of a Section of this 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 11. Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED this 7th day of October, 2024.**



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

ATTEST:

  
\_\_\_\_\_  
Jeanann Hand  
City Clerk

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Patrick Brackins  
City Attorney

## **FIRST EXTENSION OF Resolution 2024-40**

**WHEREAS**, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

**WHEREAS**, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

**WHEREAS**, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

**WHEREAS**, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

**WHEREAS**, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

**WHEREAS**, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

**WHEREAS**, a quorum of the City Council was unavailable; and

**WHEREAS**, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

**NOW THEREFORE, BE IT RESOLVED** that effective October 14, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including October 21, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

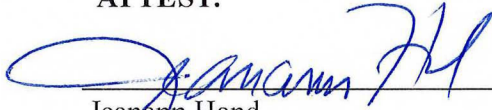
Adopted by the City of Mount Dora on October 14, 2024.



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

**ATTEST:**



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Jeanann Hand  
City Clerk

Approved as to form and legal sufficiency:



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Patrick Brackins, City Attorney

## **SECOND EXTENSION OF RESOLUTION 2024-40**

**WHEREAS**, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

**WHEREAS**, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

**WHEREAS**, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

**WHEREAS**, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

**WHEREAS**, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

**WHEREAS**, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

**WHEREAS**, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

**WHEREAS**, a quorum of the City Council was unavailable; and

**WHEREAS**, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

**NOW THEREFORE, BE IT RESOLVED** that effective October 21, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including October 28, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

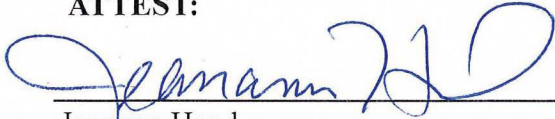
Adopted by the City of Mount Dora on October 21, 2024.



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

**ATTEST:**



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Jeanann Hand  
City Clerk

Approved as to form and legal sufficiency:



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Patrick Brackins, City Attorney

### **THIRD EXTENSION OF RESOLUTION 2024-40**

**WHEREAS**, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

**WHEREAS**, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

**WHEREAS**, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

**WHEREAS**, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

**WHEREAS**, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

**WHEREAS**, on October 21, 2024, the City extended the declared local state of emergency until October 28, 2024; and

**WHEREAS**, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

**WHEREAS**, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

**WHEREAS**, a quorum of the City Council was unavailable; and

**WHEREAS**, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

**NOW THEREFORE, BE IT RESOLVED** that effective October 28, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including November 5, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.



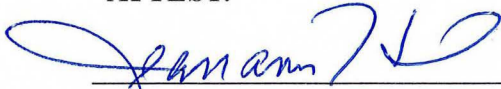
Adopted by the City of Mount Dora on October 28, 2024.



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

**ATTEST:**



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Jeanann Hand  
City Clerk

Approved as to form and legal sufficiency:



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Patrick Brackins, City Attorney

## **FOURTH EXTENSION OF RESOLUTION 2024-40**

**WHEREAS**, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

**WHEREAS**, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

**WHEREAS**, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

**WHEREAS**, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

**WHEREAS**, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

**WHEREAS**, on October 21, 2024, the City extended the declared local state of emergency until October 28, 2024; and

**WHEREAS**, on October 28, 2024, the City extended the declared local state of emergency until November 1, 2024; and

**WHEREAS**, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

**WHEREAS**, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

**WHEREAS**, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

**NOW THEREFORE, BE IT RESOLVED** that effective November 4, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including November 11, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.



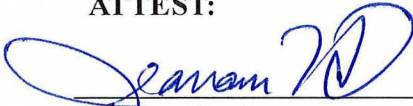
Adopted by the City of Mount Dora on November 4, 2024.



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

**ATTEST:**



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Jeanann Hand  
City Clerk

Approved as to form and legal sufficiency:



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Patrick Brackins, City Attorney

## **FIFTH EXTENSION OF RESOLUTION 2024-40**

**WHEREAS**, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

**WHEREAS**, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

**WHEREAS**, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

**WHEREAS**, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

**WHEREAS**, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

**WHEREAS**, on October 21, 2024, the City extended the declared local state of emergency until October 28, 2024; and

**WHEREAS**, on October 28, 2024, the City extended the declared local state of emergency until November 4, 2024; and

**WHEREAS**, on November 4, 2024, the City extended the declared local state of emergency until November 11, 2024; and

**WHEREAS**, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

**WHEREAS**, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

**WHEREAS**, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

**NOW THEREFORE, BE IT RESOLVED** that effective November 11, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and

including November 18, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

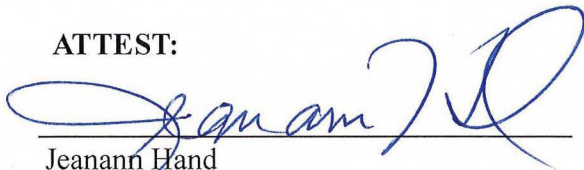
**Adopted by the City of Mount Dora on November 11, 2024.**



Vince Sandersfeld

City Manager of the City of Mount Dora, Florida

**ATTEST:**



Jeanann Hand

City Clerk

Approved as to form and legal sufficiency:



Patrick Brackins, City Attorney

## **SIXTH EXTENSION OF RESOLUTION 2024-40**

**WHEREAS**, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

**WHEREAS**, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

**WHEREAS**, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

**WHEREAS**, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

**WHEREAS**, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

**WHEREAS**, on October 21, 2024, the City extended the declared local state of emergency until October 28, 2024; and

**WHEREAS**, on October 28, 2024, the City extended the declared local state of emergency until November 4, 2024; and

**WHEREAS**, on November 4, 2024, the City extended the declared local state of emergency until November 11, 2024; and

**WHEREAS**, on November 11, 2024, the City extended the declared local state of emergency until November 18, 2024; and

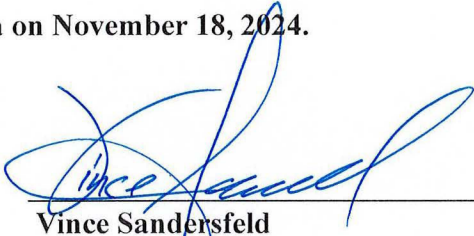
**WHEREAS**, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

**WHEREAS**, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

**WHEREAS**, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

**NOW THEREFORE, BE IT RESOLVED** that effective November 18, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including November 25, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

**Adopted by the City of Mount Dora on November 18, 2024.**

  
\_\_\_\_\_  
Vince Sandersfeld  
City Manager of the City of Mount Dora, Florida

**ATTEST:**

  
\_\_\_\_\_  
Jeanann Hand  
City Clerk

Approved as to form and legal sufficiency:

*Patrick Brackins*  
\_\_\_\_\_  
Patrick Brackins, City Attorney

## **SEVENTH EXTENSION OF RESOLUTION 2024-40**

**WHEREAS**, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

**WHEREAS**, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

**WHEREAS**, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

**WHEREAS**, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

**WHEREAS**, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

**WHEREAS**, on October 21, 2024, the City extended the declared local state of emergency until October 28, 2024; and

**WHEREAS**, on October 28, 2024, the City extended the declared local state of emergency until November 4, 2024; and

**WHEREAS**, on November 4, 2024, the City extended the declared local state of emergency until November 11, 2024; and

**WHEREAS**, on November 11, 2024, the City extended the declared local state of emergency until November 18, 2024; and

**WHEREAS**, on November 18, 2024, the City extended the declared local state of emergency until November 25, 2024; and

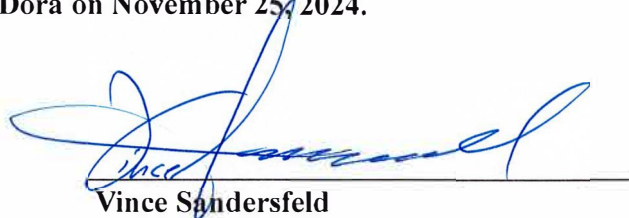
**WHEREAS**, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

**WHEREAS**, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

**WHEREAS**, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

**NOW THEREFORE, BE IT RESOLVED** that effective November 25, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including December 2, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

**Adopted by the City of Mount Dora on November 25, 2024.**



**Vince Sandersfeld**  
**City Manager of the City of Mount Dora, Florida**

**ATTEST:**

  
\_\_\_\_\_  
Jeanann Hand  
City Clerk

Approved as to form and legal sufficiency:

*Patrick Brackins*  
\_\_\_\_\_  
Patrick Brackins, City Attorney



## **EIGHTH EXTENSION OF RESOLUTION 2024-40**

**WHEREAS**, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

**WHEREAS**, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

**WHEREAS**, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

**WHEREAS**, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

**WHEREAS**, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

**WHEREAS**, on October 21, 2024, the City extended the declared local state of emergency until October 28, 2024; and

**WHEREAS**, on October 28, 2024, the City extended the declared local state of emergency until November 4, 2024; and

**WHEREAS**, on November 4, 2024, the City extended the declared local state of emergency until November 11, 2024; and

**WHEREAS**, on November 11, 2024, the City extended the declared local state of emergency until November 18, 2024; and

**WHEREAS**, on November 18, 2024, the City extended the declared local state of emergency until November 25, 2024; and

**WHEREAS**, on November 25, 2024, the City extended the declared local state of emergency until December 2, 2024; and

**WHEREAS**, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

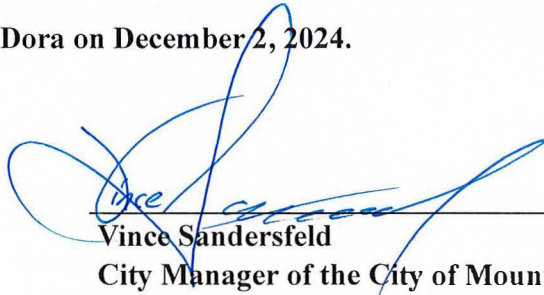
**WHEREAS**, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and



**WHEREAS**, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

**NOW THEREFORE, BE IT RESOLVED** that effective December 2, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including December 9, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

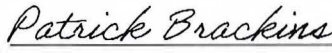
Adopted by the City of Mount Dora on December 2, 2024.

  
Vince Sandersfeld  
City Manager of the City of Mount Dora, Florida

**ATTEST:**

  
Jeannnn Hand  
City Clerk

Approved as to form and legal sufficiency:

  
Patrick Brackins, City Attorney

## **NINTH EXTENSION OF RESOLUTION 2024-40**

**WHEREAS**, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

**WHEREAS**, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

**WHEREAS**, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

**WHEREAS**, on October 12, 2024, President Joseph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

**WHEREAS**, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

**WHEREAS**, on October 21, 2024, the City extended the declared local state of emergency until October 28, 2024; and

**WHEREAS**, on October 28, 2024, the City extended the declared local state of emergency until November 4, 2024; and

**WHEREAS**, on November 4, 2024, the City extended the declared local state of emergency until November 11, 2024; and

**WHEREAS**, on November 11, 2024, the City extended the declared local state of emergency until November 18, 2024; and

**WHEREAS**, on November 18, 2024, the City extended the declared local state of emergency until November 25, 2024; and

**WHEREAS**, on November 25, 2024, the City extended the declared local state of emergency until December 2, 2024; and

**WHEREAS**, on December 2, 2024, the City extended the declared local state of emergency until December 9, 2024; and

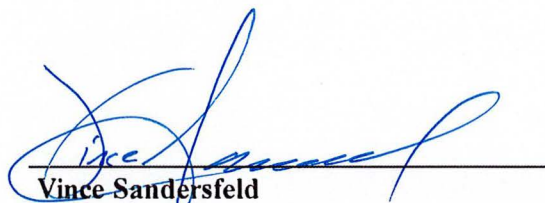
**WHEREAS**, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

**WHEREAS**, Chapter 252, Florida Statutes, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

**WHEREAS**, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

**NOW THEREFORE, BE IT RESOLVED** that effective December 9, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including December 16, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

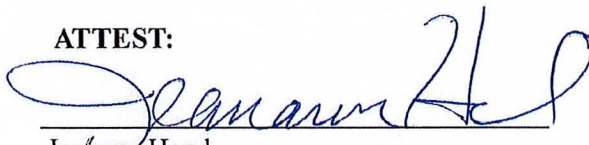
**Adopted by the City of Mount Dora on December 9 , 2024.**



Vince Sandersfeld

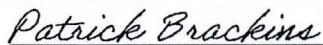
City Manager of the City of Mount Dora, Florida

**ATTEST:**



Jeannan Hand  
City Clerk

Approved as to form and legal sufficiency:



Patrick Brackins, City Attorney



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

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**DATE:** December 17, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Economic Development Advisory Committee Final Report to the City Council  
November 2009

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**Introduction:**

This is an opportunity for City Council to discuss the Economic Development Advisory Committee Final Report from November 2009.

**Discussion:**

At the request of City Council on December 3, 2024, attached is a previous report detailing economic development and visioning initiatives.

As noted in the Budget Impact section of this agenda memo, there are funds allocated for studies in several key areas of the City. Staff recommends pursuing experts to assist the City to prepare economic development and redevelopment programs, code changes, etc. The framework could follow the 2011 Envision Mount Dora whereas a steering committee similar to the Economic Development Advisory Committee. With direction from the Council, staff can start pursuing redevelopment consultant.

**Budget Impact:**

Current budget items include redevelopment studies with professional services for three specific areas: Golden Triangle, Downtown Lake Front; and Highland Avenue Corridor. \$126,000 has been allocated to these studies in GL# 001-1620-552-31-01.

**Strategic Impact:**

GOAL 1: Economic Development

**Recommendation:**

This item provides an opportunity for City Council to engage in discussion on this topic.

**Attachment(s):**

1. EDAC Final Report November 2009

Prepared by: Vince Sandersfeld, City Manager

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

Adam Sumner, CRA Administrator

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 12/9/2024

Approved - 12/10/2024

Approved - 12/10/2024

Final Approval -  
12/10/2024

# **City of Mount Dora**

## **Economic Development Advisory Committee**

### **Final Report to the City Council**

**November 2009**

**Economic Development Advisory Committee**

**Larry Baker  
Alan Cheek  
John Cataldo  
Tim Green  
Joe Lewis  
Jack Koester  
Aktar Hussain**

## **Executive Summary**

Based upon the deliberations over the last several months, the following have been determined to be priorities to the Economic Development Advisory Committee (EDAC).

### **1. Employment Center**

Continue to work with Lake County, DOT and the Orlando Orange County Expressway Authority to ensure that the land uses and transportation network are in place to ensure the success of this area. The Employment Center has the potential to be the most important area of the City in terms of economic development including job creation, utility revenue, tax base and diversification of the local economy.

### **2. Development review and permitting process.**

Amend the site plan review process to create an administrative review and approval process for projects that meet all code requirements

Remove the Planning and Zoning Commission from the plat review process to expedite review and approval.

Develop an administrative process to allow the simultaneous submittal and review of commercial building and site development permits.

The City Council and Planning and Zoning Commission should meet periodically to discuss either policy issues or a specific project to ensure that the direction given to the staff and the developer is consistent.

Reevaluate pond slope requirements to allow steeper side slopes to allow a more efficient use of the land.

### **3. Utility Issues**

As part of the water plant design project, the City should design a collection and distribution system to serve the Employment Center and SR 46 industrial corridor. Additionally, a financing plan should be established to construct these lines to serve development as it occurs.

The City should evaluate the availability of utilities in the Highland Street corridor to determine the ability to serve development of greater intensity. If weaknesses in the system are found, propose a capital plan to improve the facilities.

### **4. Highland Street**

## ATTACHMENT #1

The distance of 500 feet to a public parking area for a parking credit should be extended to 1000 feet.

The City Council should revisit the front setback requirements in the C-2A zoning district along Highland Street to provide additional flexibility. Standards to be considered include:

1. Establishing a minimum front setback at 5 feet.
2. Require adjacent buildings to be offset 3 feet to eliminate issues of massing.
3. Require differing architectural styles, colors and materials to further break up the mass of a building or group of buildings.
4. Require front setbacks to be utilized as pedestrian access or seating areas with landscaping used as accents versus buffering.

The City should allow greater intensity of land use along the Highland Street corridor to encourage redevelopment of the area. This could be allowed through additional building height or floor area ratios (see density and intensity standards below). It was suggested that in exchange for additional intensity the City could require an appropriate mix of uses and enhance pedestrian amenities or require environmentally conscious building design criteria such as LEED (Leadership in Energy and Environmental Design) certification.

An incentive program should be developed to encourage the aggregation of lots along Highland Street for the purposes of joint development or redevelopment. Due to the limited size and depth of many lots along Highland Street, development or redevelopment is problematic even with the most flexible of codes. Based upon this situation, the EDAC recommends the following incentives be applied to development or redevelopment projects that aggregate lots to create a greater development area:

1. Waive all development review fees;
2. Expedite the development review process through an off agenda review;
3. Reimburse impact and building permit fees through the CRA grant program;
4. Provide for priority building permit plan review and inspections.

These incentives could also be applied to development that provided a mix of uses (residential/commercial) or develops at an appropriate intensity (2-3 story buildings versus one story).

The City should evaluate the availability of utilities in the Highland Street corridor to determine the ability to serve development of greater intensity. If weaknesses in the system are found, propose a capital plan to improve the facilities.

5. Evaluate increasing density and intensity standards to encourage infill and redevelopment where infrastructure is currently available.



## ATTACHMENT #1

The City should increase intensity standards within the Highland Street Corridor that include, but are not limited to increases in building heights and intensity of land uses through increased floor area ratios and height requirements to encourage redevelopment of the area. These increases could include density/intensity bonuses for mixed use and multi-story projects.

The City Council should increase the intensity standards within the Golden Triangle Shopping Center area (Old 441/Eudora Road/CR19 area) to encourage a mixed use, transit oriented development pattern. Allowed uses should include commercial, office and residential uses with floor area ratios between 2 and 3.

The EDAC recommends that the density and intensity standards adjacent to the downtown commercial core be increased to allow for:

1. Residential densities of up to 40 units per acre.
  2. Allowances for mixed uses where the zoning currently allows commercial and office uses.
  3. A six story height restriction with an 80 foot height maximum if an architecturally appropriate roof is incorporated into the design.
6. Establish an incentive package for priority or desirable uses.

Continue the Downtown and Northeast Community Redevelopment district incentive programs.

Implement a fast track development policy to encourage new job creating development in the industrial and employment center districts of the City.

Develop a Utility Tax Reimbursement Program to enhance the competitiveness of the City for attracting new business

If direction is received to move forward on any of the above recommendations, there will be differing implementation strategies. If amendments to the comprehensive plan are required, they must be processed through the State mandated process. This can take as little as six months and as much as a year. If Land Development Code changes are required as a result of the Comprehensive Plan amendments, an additional two and one half months will be required. If the changes require only an amendment to the Land Development Code, approximately two and one half months will be required to process the amendments. If the changes result in a change of policy, these can be enacted immediately.

Attached to this report are the following:

Appendix A – Maps - Economic Development Target Areas

Appendix B – Background information provided to the EDAC

## **Background**

On May 6, 2008, the City Council approved the creation of an Economic Development Advisory Committee. As stated in Resolution 2008-05 the purpose of this Committee is:

To make recommendations on economic development issues that will sustain, enhance and diversify the community's local economy and quality of life as it relates to City Goals and Objectives.

The Council provided the Committee with a great deal of flexibility in how and what to pursue as you work through the process of making recommendations to the City Council. The Committee established priorities that are outlined in this report. These include changes in the development review process; utility issues; changes in density and intensity; and incentives for desirable development.

## **Development Review Process**

### 1. Land Development Processes

There are several land development processes outlined in the Land Development Code. Each process is described below and in Appendix B with a time frame associated with it. After reviewing all processes, the EDAC focused on those detailed below.

The three bodies involved with land development processes are:

A. Development Review Committee (DRC). The DRC is a staff committee that reviews applications to ensure that they are technically correct and consistent with applicable comprehensive plan and land development code requirements. The DRC is comprised of representatives from the Planning and Development, Public Works and Utilities, Police and Fire Departments.

B. Planning and Zoning Commission (P&Z) – The P&Z is a City Council appointed citizen board that will either make recommendations to the Council or grant final approvals of applications based upon the application type.

C. City Council – The City Council is required to act on certain zoning and land development issues as defined by statute.

In terms of timing, an application must be submitted by the first Monday on any month. The DRC meets the last Wednesday of the same month. The DRC provides the applicant with written comments and recommendations. DRC members discuss the comments and recommendations during the meeting. A letter is sent to the applicant following the meeting documenting the comments and recommendations and providing deadlines for the next submittals. Items requiring only DRC approval take 3 ½ weeks from submittal to final action. Staff strongly encourages pre-application meetings to take place. At these meetings staff and the applicant discuss submittal requirements and procedures to ensure that everyone in the process has a full understanding of the procedure.

All application packets contain required submittal checklists and a procedures page that outlines the process.

The Planning and Zoning Commission meets the third Wednesday of each month. Items from the DRC requiring P&Z review are scheduled for this meeting. The Commission will approve, deny, approve with recommendations. Cases may also be tabled if additional information is required. Items requiring P&Z approval take 6 ½ weeks from submittal to final action.

The City Council meets the first and third Tuesday of each month. Items requiring City Council approval following the P&Z meeting are scheduled for the first available meeting. If no advertising is required, the item is typically scheduled for the next meeting. If advertising is required, the item will be scheduled no later than the second meeting following P&Z review. Time frames vary based upon application type due to advertising requirements. Items requiring one hearing at City Council are in process approximately 8-10 weeks. Items requiring two hearings require 10-12 weeks from submittal to final action.

## ATTACHMENT #1

The EDAC took a dual track approach when assessing these processes. First, all processes related to non-residential development were examined to determine where additional streamlining could take place. Secondly, the processes were evaluated to determine whether they could be used as an incentive to attract desirable development or to encourage expansion or relocation to the City.

In terms of streamlining the development review process, the most effective and efficient measure would be to eliminate one of the required steps in the process. As outlined above, this would be a DRC meeting, a Planning and Zoning Commission hearing or a City Council hearing.

A. Site Plan Review Process - The process that garnered the most discussion was the site plan review process. All commercial and industrial development must submit a site plan for review and approval so this process effects economic development most directly. Currently the site plan review process entails a DRC review and a Planning and Zoning Commission hearing. Site plans that meet all code requirements are placed on a consent agenda for P&Z approval. Discussion focused on the question as to why the City would conduct a public hearing on a project that has been determined to meet all code requirements.

The problem that results is two fold. First by conducting a public hearing, it gives residents a sense that their input can effectively alter the plan or cause the plan to be denied. Unfortunately, unless competent and substantial evidence is provided to show that the plan does not meet code requirements, the City is obligated to grant the approval. Conversely, the hearing can also give the Planning and Zoning Commission the impression that they can change the plan without regard to the code requirements. Fortunately, based upon the experience of the current Commission, there is a significant level of sophistication that tends to curtail movement in this direction. However, if the Commission were to change, this issue could arise in the future.

There are several options that exist to address this issue. First would be to allow administrative approvals of site plans that meet all code requirements. Under this scenario a formal DRC meeting would take place to go over the technical aspects of the plan. If determined compliant, a development order would be issued. By eliminating the Planning and Zoning Commission hearing the review time frame would be shortened from 6 ½ weeks to 3 ½ weeks. A potential problem with the elimination of the hearing is that the public is left uninformed of a potential project until site development begins. This could be raised as an issue of transparency in government and open the City to criticism. Additionally, if competent and substantial evidence exists that the site should not be approved; there is no avenue to present that information. This would put a significant burden on staff reviewers, consulting engineering reviewers and legal staff to ensure that a project is code compliant.

### ***Recommendation:***

***The EDAC recommends that the site plan review process be amended to eliminate the Planning and Zoning Commission review for projects that meet all code requirements.***

## ATTACHMENT #1

B. Variances and Conditional Use Permits - Zoning variances and conditional use approvals were also addressed by the EDAC. As with site plan reviews, variances and conditional use permits are reviewed by the DRC and taken to the Planning and Zoning Commission for action. In this case, notice and a public hearing is required due to the nature of the request and the subjectivity of the criteria.

In this case, the option exists to require only the Planning and Development Department to review the request (as opposed to full DRC review) and forward the recommendation directly to the Planning and Zoning Commission. In circumstances where only Planning and Development Department review is necessary, this is a possibility. However there have been many occasions where input from DRC members has proven invaluable in reviewing zoning variances and conditional use permits. There have been instances where the Public Works, Police and Fire Departments have provided information regarding locations of utilities and existing storm water problems, applicable fire codes or police activity which affected the recommendations. If other departments are not included in the process, this information will not be available. The other issue is advertising. The City must have the legal ads for these hearings to the newspaper 10 days prior to the hearing date. This would give staff less than a week to make a determination regarding the disposition of the variance or conditional use permit.

### **Recommendation:**

***The EDAC recommends that the variance and conditional use process remain as it is currently outlined in the Land Development Code.***

C. Subdivisions - Subdivisions are provided a three step process that can be combined at the request of the applicant. Each step provides more detailed information to review. Based upon the time frames of the applicant, the risk they are willing to take and the expense, the process can be adjusted to meet their needs. The steps are development plan review, preliminary plat and final plat. The development plan review is a basic sketch or bubble plan showing lot layout, road and right-of way widths, preliminary utility layout and general drainage plan. Preliminary plats add the requirement for a draft recordable plat for review, arbor information, draft covenants, etc. The final plat application requires a recordable plat and complete construction drawings. Typically the development plan and preliminary plat process are combined. This process requires DRC, Planning and Zoning Commission, and City Council approval. The final plat required DRC approval only. The plat is then presented to the Mayor for signature. If the plat has changed to the extent that the DRC and the developer cannot reach an agreement, the Mayor may call for a hearing to resolve the issues.

There is a great deal of flexibility built into the platting process. The potential for streamlining of this process is to eliminate the Planning and Zoning Commission from the review process. The Commission's role in this process is advisory and not mandated. However, on many occasions the Planning and Zoning Commission hearing has revealed issues associated with neighboring impacts that can be resolved prior to the City Council hearing. In most cases the P&Z hearing allows the Council hearing to progress more smoothly.

## ATTACHMENT #1

### **Recommendation:**

***The EDAC recommends that the Planning and Zoning Commission be removed from the plat review process***

D. Planned Unit Developments - Similar to the platting process, the PUD is a two phase process that can be combined. Here again this is based upon the request of the applicant and the expense and risk they are willing to take. Both processes currently require DRC, Planning and Zoning Commission and City Council approval. The Final PUD requires two readings of an ordinance. Since there is a significant degree of negotiation that takes place within a PUD, this process allows a minimum of three and maximum of five levels of public input into the process.

In order to expedite this process the only realistic option is to eliminate the Planning and Zoning Commission review. This would shorten the process by approximately three weeks. As with the platting process, the Commission's role in this process is advisory and not mandated. However, the Planning and Zoning Commission hearing often reveals issues associated with neighboring impacts that can be resolved prior to the City Council hearing. This happens with much more frequency during the PUD process than the platting process. In most cases the P&Z hearing allows the Council hearing to progress more smoothly.

### **Recommendation:**

***The EDAC recommends that the PUD process remain unchanged.***

## 2. Building Permitting Process

In terms of permit processing, a first in/first out process is utilized. That is, the first permits received will be reviewed first. Subsequent permits fall in line behind permits received earlier. Each type of permit has a maximum review time associated with it. This allows departmental staff to provide the applicant with a time line for when the permit will be reviewed. We have expanded the tracking of permits to provide for a five track system (The permitting process is detailed in Appendix A.) The first two tracks are residential and commercial; new construction, additions and alternations. First submittals are reviewed in one track. If corrections are required, resubmittals move into a resubmittal track so they do not fall in behind new submittals which typically take longer to review. The second two tracks are for minor permits such as window and door replacement, signs, fences, etc. Here again two tracks have been created to address new submittals and resubmittals. The same reasoning is applied to having two tracks. Resubmittals typically have a much shorter review time frame so they are not mixed with new submittals. The fifth track is an over the counter permit that is issued at the window. These include reroof, stucco, minor electrical, mechanical, plumbing, etc. If all information is provided as required by code, the permit is issued.

In addition to streamlining the review process we have also required key members of departmental staff to obtain plan review certification to assist in plan review when inspection loads are light. Currently we have four plan review license holders in the department. This allows the City to have a plan reviewer almost always available to answer questions.

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One issue that has been somewhat problematic is the relationship between commercial site development permits and commercial building permits. The current policy of the City is to not accept commercial building permits for review that are associated with a new site until the site development permit is issued. This is due to the fact that the City requires all other associated permits with the site development permit (i.e. DOT access and storm water when developing on state roads; DEP water and sewer; SJRWMD environmental and storm water permits; FGFWFC permits for wildlife disturbances or relocations; Lake County right-of-way utilization permits; etc.)

If a building permit were issued and the applicant were unable to be issued a site development permit because of an outside agency permitting issue, the City may be liable for any damages incurred for the issuance of the permit. Additionally, if an outside agency requires changes to the site plan in order to issue their permit a situation could arise where the site does not match the building. This could result in the building, water, storm water, sewer, etc. to be relocated on site. This in turn could require the mechanical, plumbing, electrical systems in the building to be relocated. Unfortunately, since the building permit will have been issued, it may be difficult and expensive to reconfigure these systems.

An alternative would be to allow the simultaneous submittal of both permits so they could be reviewed concurrently. The result would be the issuance of both permits at one time. The risk with adopting this system is that if a building permit meets all code requirements, the City is required to issue it within 30 days of submittal. If there are issues with the site development permit, a situation could arise where we are forced to issue the building permit prior to the site development permit.

### ***Recommendation:***

***The EDAC recommended that the City develop an administrative process to allow the simultaneous submittal and review of commercial building and site development permits.***

### **3. City Council Workshops**

Approximately four years ago, the Council began having workshops primarily dealing with PUD applications. The purpose of these workshops was to allow the applicant and the Council to discuss major issues dealing with the development prior to, or in conjunction with, an application.

These were somewhat successful in the fact that staff and the applicant had knowledge of the Council's general approach to the application and many major questions were answered. However, some applicants expressed frustration when an application that had a workshop was formally reviewed by the Council and issues other than those discussed at the workshop were addressed as problems. Additionally, following a Council workshop, many applicants were reluctant or unwilling to make changes to an application based upon comments from staff, the Planning and Zoning Commission or the public. Because they had a workshop, the developer felt that the Council had already granted preliminary approval and they were not required to address additional comments. The Planning and Zoning Commission felt that by inserting the workshop into the process, the authority of the Commission to make recommendations to the Council was being undermined.

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Based upon comments made at Planning and Zoning Commission meetings by applicants, the Planning and Zoning Commission requested a workshop with the Council to discuss the matter. The result of this workshop was to revert to the process outlined in the code for PUD review, thus eliminating workshops.

***Recommendation:***

***The EDAC recommends that the City Council and Planning and Zoning Commission meet periodically to discuss either policy issues or a specific project to ensure that the direction given to the staff and the developer is consistent.***



## **Land Use**

### 1. Employment Center

Perhaps the single most important issue to the City of Mount Dora since the relocation of U.S. 441 is the development of the Wekiva Parkway. Just as the relocation of U.S. 441 out of the downtown area preserved what is now a nationally recognized downtown area unique in Florida and created development opportunities adjacent to its current route, the Wekiva Parkway will be a critical economic development driver in the City for years to come. The construction of this facility has the opportunity to facilitate the creation of an environment that will create high paying jobs, provide customers to Mount Dora businesses, and create a tax and utility base that will allow the City to maintain the high levels of service that residents have grown to expect. Cities have few opportunities to take advantage of favorable circumstances such as this and turn those events into a means to drive economic development well into the future. Examples of failure to capitalize on opportunities similar to this are evident on either end of S.R. 408 (The East-West Expressway). The Wekiva Parkway has presented the City with that same opportunity.

The history of the Wekiva Parkway goes back many years. The current situation is that the Orlando/Orange County Expressway Authority, county and city governments, State agencies including the DOT and the environmental community have come together to agree on a plan to complete the beltway around Orlando. The Wekiva Parkway will connect S.R. 429 in Apopka to S.R. 417 in Sanford. The road is to be designed as a limited access facility to accomplish two tasks. One is to relieve traffic on Interstate 4. The other is to provide relief to U.S. 441. Although the intent of providing relief to U.S. 441 is to facilitate commuter movement into the Orlando metropolitan area, the City's challenge is to take advantage of the situation and create an environment that will provide for the creation of an employment center that will balance or reverse the existing commuting pattern.

A key component of this road is what is termed as the spur road that will leave the Parkway in northern Orange County and connect to S.R. 46 near Round Lake Road. S.R. 46 is proposed to be widened from the intersection at Round Lake Road to U.S. 441 from its current two lanes to six lanes. This spur and the widening of S.R. 46 will provide the transportation connection that will provide the opportunities for development east of town. During the Task Force meetings that resulted in the legislation paving the way for the parkway, two local economists were consulted to advise the committee on the potential growth impacts of a project of this nature. Both concurred that unless growth controls were in place, the resulting development pattern would be sprawling residential development. This is due to the fact that residential development will always precede non-residential development. Unless the land is preserved for land use patterns that will follow the initial residential wave, the opportunity for meaningful economic development will be lost. For these reasons, we have worked with Lake County to develop land use patterns within the JPA to preserve the land for future employment based development.

A Joint Planning Agreement was adopted with Lake County in 2004 after several years of off and on negotiations. This agreement addresses density, intensity and location of uses within the planning area. Additionally, the agreement requires a joint review of all development to ensure compatibility with the most stringent of City and County regulations.

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One weakness of this agreement is that, at the time of adoption, the County was reluctant to adopt a land use map outlining the specific uses allowed within the JPA. It was the County's preference to have the City participate in the process of revising the County Comprehensive Plan to avoid additional hearings. The City has been working with the County for the last four years to accomplish this task. Significant headway has been made. The City has proposed a land use map that incorporates industrial corridors along S.R. 46 and Robie Avenue east of U.S. 441 to promote clean light industry. Additionally, the City has proposed an Employment Center east of Round Lake Road. Although these land use patterns are reflected in the proposed County Comprehensive Plan, The County has yet to transmit their Comprehensive Plan to the State for review.

The intent of the EC (Employment Center) District is to promote orderly and logical development of land for major office complexes and light, clean industrial development in attractively designed, park-type settings, and to assure adequate design in order to maintain the integrity of existing or future nearby residential areas. The ultimate site must be large enough to meet the standards in the Land Development Code while retaining a well-landscaped image so as to readily blend with nearby residential areas. It is intended that a minimum number of points of ingress and egress be utilized in order to reduce the traffic impact on adjacent streets and thus enhance traffic movement. The district is most generally located on, or having access to, arterial or collector roadways. Areas of the City appropriate for this district are included in the "office" designations on the future land use map of the comprehensive plan and within the "employment center" of the Lake County/Mount Dora Joint Planning Area. This district is intended to be a high intensity office district. Floor area ratios are limited to 3.0. This will allow mid and high rise development. The district is intended to be primarily corporate office type development but the code allows for light manufacturing if there is an associated corporate office type use. Retail commercial uses are allowed in this district but are limited to serve the office or manufacturing uses.

The primary issue in terms of economic development of this area is the provision of central utility services. In order to allow development to take place, water and sewer must be provided in this area. The City has a sewage treatment plant at the S.E. corner of U.S. 441 and S.R. 46 that currently has excess capacity. The plant was designed to accommodate 1.25 million gallons per day of sewage. There is currently approximately 300,000 gallons per day of flow through the plant. Additionally the site can accommodate an expansion to create an additional 1.25 million gallon per day of capacity. The most pressing issue is line extension. In order to encourage development in the employment center and industrial corridor, lines must be extended to the east.

In addition to sewer service, central water service must be extended to the area. The City has taken steps to construct an eastern water plant to serve this area. Property has been acquired on Niles Road and the plant design is currently underway. The design, permitting and construction will take approximately two years. As with sewer, the issue regarding water service is the extension of the lines to serve the industrial corridor and employment center.

### ***Recommendation:***

***The EDAC recommends that as part of the water plant design project, the City design a collection and distribution system to serve these areas. Additionally, a financing plan should be established to construct these lines to serve development as it occurs.***

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The EDAC also looked into the development standards within the Employment Center to ensure, to the greatest extent possible, that the standards were flexible enough to minimize the potential for variance requests.

The following are the development standards for the Employment Center (EC) district.

*EC Employment Center:*

1. *Description of district.* The intent of the EC Employment Center District is to promote orderly and logical development of land for major office complexes and light, clean industrial development in attractively designed, park-type settings, and to assure adequate design in order to maintain the integrity of existing or future nearby residential areas. The ultimate site must be large enough to meet the standards set forth herein while retaining a well-landscaped image so as to readily blend with nearby residential areas. It is intended that a minimum number of points of ingress and egress be utilized in order to reduce the traffic impact on adjacent streets and thus enhance traffic movement. The district is most generally located on, or having access to, arterial or collector roadways. Areas of the city appropriate for this district are included in the "office" designations on the future land use map of the comprehensive plan and within the "employment center" of the Lake County/Mount Dora Joint Planning Area.

2. *Permitted uses:*

- a. Medical and pharmaceutical research complexes.
- b. General office buildings.
- c. Professional offices.
- d. Financial offices.
- e. Telephone and utility business offices.
- f. Public uses.
- g. Banking centers.
- h. Technology based research and development

3. *Conditional uses* (See section 2.5):

- a. Commercial parking facilities.
- b. Public and private schools, colleges and universities.
- c. Hospitals and nursing homes.
- d. Day care centers associated with another use.
- e. Telecommunication towers (subject to subsection 3.5.21).
- f. Manufacturing, warehousing and distribution centers associated with corporate headquarters or research and development facilities.
- g. Retail uses associated with another use so long as such use occupies no more than ten percent of the space available for use
- h. Other similar uses if determined to be compatible by the planning and zoning commission.

4. *Other requirements.* In addition to the requirements of section 2.5 for the conditional uses set forth above, the planning and zoning commission shall determine that there are adequate systems to prevent ground, air or noise pollution, that the required setback requirements of the EC district are adequate for the proposed conditional use, and that the facility shall conform to the standards set in the description of the EC district in subsection 3.4.15.1 above.

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### 5. Site development standards:

|                           |                                 | Adjacent to Residential | Standard |
|---------------------------|---------------------------------|-------------------------|----------|
| a.                        | Minimum building setbacks (ft.) |                         |          |
|                           | Front yard                      | 100                     | 50       |
|                           | Side yard                       | 100                     | 50       |
|                           | Rear yard                       | 100                     | 50       |
|                           | From any street                 | 100                     | 50       |
| b.                        | Minimum lot size (sq. ft.)      | 100,000                 |          |
| c.                        | Minimum lot width (ft.)         | 200                     |          |
| d.                        | Maximum building height (ft.)   | Maximum FAR 3.0         |          |
| e.                        | Parking                         | See section 6.5         |          |
| f.                        | Landscaping/buffers             | See section 6.6*        |          |
| g.                        | Signs                           | See section 6.7*        |          |
| h.                        | Access                          | See subsection 6.3.7    |          |
| *C-3 standard shall apply |                                 |                         |          |

A review of these standards shows that there is a larger lot area requirement for this district. The minimum lot size is 100,000 square feet. However based upon the uses allowed and the intensity of uses it is unlikely that lot sizes under 100,000 square feet would be anticipated to accommodate the use. Setbacks are also increased based upon the potential intensity of the use. Setbacks from residential areas are 100 feet from residential property and 50 feet from non-residential property. This is consistent with the Workplace district which allows light industrial and manufacturing uses but does not allow the intensity that the EC district allows. Landscaping signage and parking requirements are consistent with current code requirements.

Both City and County staff have met with property owners in this area to discuss the level of interest in this district. To date it has been received positively. However, as with any new district, there could be unanticipated issues that will arise as a development proposal moves forward. If these arise, actions will be taken quickly to address the situation so that it may be avoided in the future.

### 2. Highland Street

Over the last several months, the Downtown CRA and City Council have been focused on Highland Street as an area in need of assistance. Based upon this direction, the Downtown CRA Advisory Committee held public meetings to receive input from Highland Street business and property owners regarding their issues in terms of business development on Highland Street. The focus of these meetings turned to the restrictions contained in the C-2A zoning District.

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Almost the entire length of Highland Street within the CRA (5<sup>th</sup> Avenue to the City limits) is zoned C-2A. This is a zoning district that provides some degree of flexibility in terms of parking, landscaping and setbacks.

A. Parking is required on site but as opposed to the City's traditional zoning districts, up to 10 parking spaces can be constructed of impervious surfaces (mulch or stone). This was increased from the previous allowance of six spaces as an amendment to the district requirements in 2000. The allowance of pervious parking reduces the volume of storm water required to be treated.

B. Front and side yard setbacks can be averaged based upon existing nearby and surrounding buildings. Under this provision, if adjacent or nearby buildings are set closer to the property line than the code allows, these setbacks are averaged and applied to the site in question. This provided some flexibility but based upon the size of the lots and location of existing buildings, average setbacks remained approximately 12 feet on the fronts.

C. Landscape buffers can also be averaged; however there was a minimum planting requirement for the buffers.

D. In addition to these requirements, the code allows for parking and landscaping to be placed on adjacent residential property as a conditional use. This has been done three times on Highland Street, Fifth Avenue and Donnelly Street. This allowance provides a greater building footprint on the commercially zoned property adjacent to Highland Street.

Based upon this input, in 2007 the Council directed staff to amend the requirements of the zoning district to provide more flexibility, making it easier to develop. Based upon this input, staff and the P&Z recommended the following:

A. On-site Parking – Allow proposed commercial building expansions to count a certain amount of public parking spaces within 500 feet of their property (approximately 1 ½ blocks) towards their on-site parking requirement.

B. Landscaping – Revise the landscape requirements for C-2A to make them more similar to the C-2 requirements. In addition allow required landscaping and retention areas to be combined under certain conditions.

At the City Council hearing regarding the changes, staff was directed to also address the setback issues and to provide maximum flexibility. Staff recommended that providing maximum flexibility would entail reducing the front setback to zero, allowing buildings to be located adjacent to the sidewalks. This would also improve the pedestrian interaction with the businesses as they redevelop on Highland Street. The Council directed staff to allow flexibility but to limit setback variation in a graduated manner. Based upon this direction, staff revised the district setback requirements as follows:

A. One story buildings are allowed a minimum front yard setback of 5 feet and a

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maximum setback of 10 feet.

B. Two story buildings are allowed a minimum front yard setback of 7 feet and a maximum setback of 15 feet.

C. Three story buildings are allowed a minimum front yard setback of 10 feet and a maximum setback of 20 feet.

Based upon the discussion by the EDAC, further flexibility was requested within the district to make it more economically viable.

### **Recommendation:**

*The EDAC recommended that the distance of 500 feet to a public parking area be extended to 1000 feet. This was based upon information provided at a meeting that the average distance people are typically willing to walk to get to a destination is 1350 feet or one quarter mile. The EDAC felt that this distance was too far but conceded that people were willing to walk up to 3 blocks (900 feet) to a destination. Based upon this assessment, the EDAC recommended 1000 feet for the distance to a parking lot.*

### **Recommendation:**

*The EDAC recommended that the City Council revisit the front setback requirements to provide additional flexibility. Issues to consider include:*

- 1. Establish a minimum front setback at 5 feet.*
- 2. Require adjacent buildings to be offset 3 feet to eliminate issues of massing.*
- 3. Require differing architectural styles, colors and materials to further break up the mass of a building or group of buildings.*
- 4. Require front setbacks to be utilized as pedestrian access or seating areas with landscaping used as accents versus buffering.*

### **Recommendation:**

*The EDAC recommends that the City allow greater intensity of land use along the Highland Street corridor to encourage redevelopment of the area. This could be allowed through additional building height or floor area ratios. It was suggested that in exchange for additional intensity the City could require an appropriate mix of uses and enhance, environmentally conscious building design criteria such as LEED (Leadership in Energy and Environmental Design) certification. (This recommendation is also addressed in the following section)*

### **Recommendation:**

*The EDAC recommends that an incentive program be developed to encourage the aggregation of lots along Highland Street for the purposes of joint development or redevelopment. Due to the limited size and depth of many lots along Highland Street, development or redevelopment is problematic even with the most flexible of codes. Based upon this situation, the EDAC recommends the following incentives be applied to development or redevelopment projects that aggregate lots to create a greater development area:*

- 1. Waive all development review fees;*

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- 2. Expedite the development review process through an off agenda review;**
- 3. Reimburse impact and building permit fees through the CRA grant program;**
- 4. Provide for priority building permit plan review and inspections.**

*These incentives could also be applied to development that provided a mix of uses (residential/commercial) or develops at an appropriate intensity (2-3 story buildings versus one story).*

### **Recommendation:**

*The EDAC recommends that the City evaluate the availability of utilities in the Highland Street corridor to determine the ability to serve development of greater intensity. If weaknesses in the system are found, propose a capital plan to improve the facilities.*

### 3. Density and Intensity Standards

One issue that comes up fairly frequently in the development review process is the City's maximum building height requirements. In all but the Employment Center zoning district, building height is limited to 35 feet. Development interests have raised concerns that this limitation precludes a more intense development in areas where utilities are available like our downtown and peripheral commercial areas. Based upon land costs in Mount Dora, if redevelopment is to occur in a meaningful manner additional density, intensity and building height may be a viable option to promote redevelopment in select areas of the city.

From purely a planning perspective allowances for increased density and intensity within urban cores will promote a more compact and easily serviceable population. This includes police, fire, public works, and parks and recreation. Arguments can be made that provision of additional intensity and density where urban services exist is more affordable to developers because infrastructure extensions are typically not required. Additionally, provision of compact urban growth and redevelopment reduces sprawl because opportunities that are taken advantage of within an urban setting reduce the need for a suburban sprawling or leapfrogging development pattern.

Additionally, the legislature has amended Chapter 163 of the Florida Statutes, the States Growth Management laws, twice in the last two years to require local governments to reexamine their growth patterns. The first was to require local government to amend comprehensive plans to reduce green house gasses through identifying and eliminating land use patterns that encourage the production of these gasses. For small cities, the Department of Community Affairs has determined that policies that encourage infill development and shorten trip length (distances people travel from home to work and shopping), would meet these requirements. Increasing density and locating these uses near commercial areas would meet this requirement.

The second change is the legislation adopted in Senate Bill 360 that created transportation concurrency exception areas in cities and counties meeting minimum density requirements. The City of Mount Dora has been designated an exception area. This designation allows development to take place without the encumbrance of transportation concurrency or proportionate share requirements. However, there was an additional requirement. In order to maintain the exception, within two years the City must adopt land use policies and strategies to support and fund mobility including alternate modes of transportation within the City. This can

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be an especially problematic issue for small cities with limited budgets. From the City perspective we are heavily promoting and funding one alternate mode of transportation through the implementation of the Trails Master Plan. However, the DCA has made it clear that they will be looking very critically at how local governments address this requirement and that the bar will be set quite high. However, decreasing trip lengths through increased density and intensity will help these arguments.

However, increases in density and intensity in Mount Dora have been considered a matter of character. Density and intensity issues have been hotly debated in the City. The result is the current policy that density and intensity will be controlled with a number of code provisions, one of which is building height limitations.

As density and intensity standards are being evaluated, it should be recognized that all areas of the City should not be subject to increased intensity standards. Density and intensity standard adjustments should be considered in cases where areas are in need of redevelopment and have shown signs of economic stagnation or degradation. Additionally areas of compact commercial development that could benefit from additional development to enhance pedestrian traffic and customer base should be considered.

Specifically, three Economic Development Target areas were considered (see Map 1).:

- A. The Highland Street corridor;
- B. The commercial area at the intersection of CR 19, Eudora Road and Old 441.
- C. Areas adjacent to the downtown commercial core of the City.

1. Highland Street Economic Development Target Area (see Map 2)

As discussed earlier in this report, the Highland Street corridor between 5<sup>th</sup> Avenue and the City limit has been a primary focus of the City's redevelopment efforts over the last few years. Issues discussed previously in this report have been obstacles to development in the corridor. The EDAC has recommended several options in the previous section to remove some of these obstacles. These recommendations in conjunction with increasing development potential in the area could assist in encouraging further redevelopment of the area. The recommendation below intended to be considered in conjunction with the Highland Street recommendations discussed earlier in this report.

***Recommendation:***

***The EDAC recommends that the City increase intensity standards within the Highland Street Corridor that include, but are not limited to increases in building heights and intensity of land uses through increased floor area ratios to encourage redevelopment of the area. These increases could include density/intensity bonuses for mixed use and multi-story projects.***

2. Golden Triangle Economic Development Target Area (see Map 3)

The commercial area at the intersection of CR 19, Eudora Road and Old 441 commonly known as the Golden Triangle shopping area consists of two major shopping centers, outparcels and strip commercial areas. The area is architecturally nondescript and has no defining theme, style or unique uses. Due to the large parcel sizes, there is potential for redevelopment in this area. Additionally, the County's transportation planning



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organization has designated this area for a potential future commuter rail stop. Currently the area is served by Lake Express bus service. The potential combination of mass transit stops and proximity to the downtown makes this area prime for redevelopment.

In this area, development intensities similar to the Employment Center could be considered with floor area ratios between 2 and 3. However the uses allowed should be similar to the C-3 zoning district with ample provision for residential uses. An ideal mix of uses would be first and second floor commercial and office uses with residences above. This could create a transit oriented activity center that would be unique to the city, while providing jobs, tax base and a variety of housing types.

### **Recommendation:**

***Based upon this analysis the EDAC recommends that the City Council increase the intensity standards within the Golden Triangle Shopping Center area to encourage a mixed use, transit oriented development pattern. Allowed uses should include commercial, office and residential uses with floor area ratios between 2 and 3.***

### 3. Downtown Economic Development Target Area

The downtown core is a well established commercial district with an interesting and eclectic mix of architectural styles and uses. The area serves local residents and visitors to the City with an emphasis on catering to the tourist population. Over the last few years the City, local merchants and Chamber of Commerce have worked to market the downtown to local residents. With the cyclical nature of the economy, basing the long term economic well being of your downtown on tourism is not a prudent course of action.

One key to creating a sustainably revitalized downtown area is to ensure that customers are conveniently located in close proximity to their shopping destination. Encouraging the development of higher density housing on key locations adjacent to the downtown area will build a local customer base that will be more able to sustain the downtown through downturns in the tourist economy. If a core customer population is established, the business mix in the downtown will react to the customer base to provide the goods and services required by residential uses. This in turn will provide these goods and services to the greater Mount Dora residential area, attracting more local shoppers to the downtown area for more commonly used items. More shoppers equates to more business which reduces the vacant retail spaces. This also will tend to keep local dollars at home, thus strengthening the local economy.

The EDAC researched what our neighboring communities were implementing to revitalize their downtown areas in terms of residential development. In general, the cities of Eustis, Tavares and Leesburg had increased densities in the range of 20-40 units per acre. To give some perspective on how higher densities look in an urban setting, the following are densities for existing development in and near the downtown:

- a. Regency Villas – 525 N. Tremain Street – 34.3 units per acre (12 units/0.35 acres)
- b. Villa Dora – 601 Mc Donald Street – 33.5 units per acre (62 units/1.85 acres)
- c. Southern Oaks – 101 N. Grandview Street – 23.7 units per acre (48 units/2.02 acres)

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- d. Vista Del Parque – 145 E. 6<sup>th</sup> Avenue – 22.2 units per acre (12 units/0.5 acres)

Candidate areas for redevelopment at higher densities include, but are not limited to:

- a. The block bounded by 3<sup>rd</sup> Avenue on the north; Tremain Street on the west; Baker Street on the East and the public parking lot on the south;
- b. The block bounded by 3<sup>rd</sup> Avenue on the south; Baker Street on the west; Tremain Street on the east and 4<sup>th</sup> Avenue on the north;
- c. The residential professional (RP) zoned property fronting on and east of Tremain Street;
- d. The block bounded by 4<sup>th</sup> Avenue on the south; Baker Street on the west; Tremain Street on the east and 5<sup>th</sup> Avenue on the north.

These areas are directly adjacent to the downtown core. They have relatively low intensity uses (i.e. single story commercial and office and one and two story single and multi-family residential). These blocks also contain some of the older structures in the City. This area contains 17 sites that have a historic site file, three of which are designated historic sites (see map 4). This is often an issue when redeveloping a historic downtown area.

Following a review of the area described above, an additional area adjacent to and north of the downtown area was evaluated. This area is bounded on the west by McDonald Street; on the north by 7<sup>th</sup> Avenue; on the east by Tremain Street; and on the south by 6<sup>th</sup> Avenue (see map 6). There are 17 structures with historic site files in this district, one of which is a marker site (see map 5). This area contains a mix of downtown commercial, office, public, high density R-3 zoning and medium density R-2 zoning districts.

There are approximately 14 acres contained in this area. If all properties were developed as described below, the result would be a maximum of 560 units within the area described above. Using an average household size of 2.6 would result in 1456 people living within 1 block of the downtown district.

### ***Recommendation:***

***The EDAC recommends that the density and intensity standards within the above referenced areas be increased to allow for:***

- 1. Residential densities of up to 40 units per acre.***
- 2. Allowances for mixed uses where the zoning currently allows commercial and office uses.***
- 3. A six story height restriction with an 80 foot height maximum if an architecturally appropriate roof is incorporated into the design.***

## Business Incentives

### 1. Northeast CRA

The Mount Dora Northeast Community Redevelopment Agency (NECRA) has established an Incentive Program for the redevelopment of commercial property in the Grandview Business District. The program was created to stimulate investment into the business area and bring businesses and employment opportunities into the neighborhood.

The objectives of the Development Incentive Program include:

- A. Adding commercial space, renovating/improving existing commercial space;
- B. Attracting targeted businesses identified by the resident preference survey; and,
- C. Improving the appearance of properties.

Eligible applicants include property owners and business operators. The NECRA provides grants of up to \$15,000.00 per business to reimburse business or property owners for the cost of permitting, impact fees and certain site improvements associated with a project.

### 2. Downtown CRA

One of the statutory functions of a Community Redevelopment Agency (CRA) is to undertake activities that encourage the redevelopment of property. In order to facilitate this, the city has created a Development Incentive Programs to encourage investment by property owners. Although there has been investment into many properties in the CRA district, there are a number of properties where this has not occurred. In fact, a few properties exhibit evidence of a long-term lack of investment.

The downtown CRA program is modeled after the Northeast CRA program with the primary difference being the maximum amount of the grant which is \$25,000.00

### 3. Proposed Incentives

The EDAC examined incentives offered by other local governments in order to provide insight regarding incentives that work and are common in the Central Florida market. Many of the incentives that were discussed are available to all local governments. Representatives of the Orlando EDC and County Department of Economic Growth and Redevelopment suggested that the City evaluate incentives that would be unique to Mount Dora that would give us a potential advantage over surrounding local governments.

The EDAC reviewed local area incentives and shortlisted those incentives (or variations on other incentives) that may work best in the Mount Dora market. The list includes:

- A. Fast-Track Development Approval –As discussed in previous EDAC recommendations, fast tracking development proposals that meet certain economic development criteria would be appropriate. The Fast-Track Development Approval incentive is a process designed to expedite the review of development projects and facilitate the development of those projects in Mount Dora. A fast-track development process implemented in Mount Dora would bring

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an efficient, effective and user-friendly process for qualifying non-residential development. Goals of implementing such a program include:

1. To attract new businesses, improve the tax base and expand job opportunities
2. To attract new developers to Mount Dora;
3. To eliminate development slowdowns;
4. Ease for developers to build in Mount Dora.

The Fast-Track Development Approval process would be implemented on a case-by-case basis for qualified projects. As discussed in previous recommendations this could include: Elimination of public hearings for site plans; expedited DRC review; priority construction plan review by the building department; priority inspections by the building department; etc.

### **Recommendation:**

***The EDAC recommends that a fast track development policy be implemented to encourage new job creating development in the industrial and employment center districts of the City.***

B. Property Tax Abatements –As provided for in Chapter 196.1995 F.S., after being approved by a voter referendum, the City may refund a property owner a portion or full amount of property taxes if the Council determines that the associated development meets the economic development goals of the City. For example, any property constructed or altered may receive an exemption on any increase in taxes or “percentage off” as a result of the change/improvement to the property.

Typically these types of abatements are reserved for significant industries that will create jobs of certain values. This value is typically related to the median income in the area. Therefore, if a certain number of jobs are created meeting the income requirements, tax abatements could be considered. These abatements are typically limited to a predetermined amount of time to allow for the business to get established.

The City has focused efforts on providing opportunity for employment based uses such as light manufacturing and corporate offices. The industrial zoning districts of the City have been modified to reflect the change in permitted uses to eliminate uses that do not create jobs such as warehousing to emphasize uses that create jobs such as:

1. Manufacture or assembly of computer or electronic parts or components.
2. Manufacture or assembly of furniture or fixtures.
3. Commercial bakeries.
4. Manufacture or assembly of pharmaceutical products.
5. Medical laboratories.
6. Manufacture or assembly of leather goods without processing facilities.
7. Data processing services.
8. Industrial trade schools.
9. Manufacture or assembly of optical equipment.
10. Research and development laboratories and facilities.

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Other uses included in the Employment Center zoning district include:

1. Medical and pharmaceutical research complexes.
2. General office buildings.
3. Professional offices.
4. Financial offices.
5. Telephone and utility business offices.
6. Public uses.
7. Banking centers.
8. Technology based research and development.

Abatements can also be used to encourage redevelopment in struggling commercial areas of the City. The criteria established would likely be different than that established for industrial and employment center areas of the City as retail sector jobs often pay less than median income. However, if a property owner is willing to invest in a transitional commercial district, tax abatements are an option. As has been discussed on several occasions, the primary area of focus for redevelopment has been the Highland and Grandview Street commercial districts. However, these incentives can be applied in other areas.

The primary concern with property tax abatements is the potential loss of revenue to provide services to the new development and community as a whole. As each proposal is evaluated on a case by case basis, this would be considered by the Council at the time of the request.

***Recommendation:***

***The EDAC recommends that the City attempt to take advantage of the property tax abatement allowances within the Florida Statutes to allow abatements for target industries and areas of the City.***

C. Reimbursement of Utility Taxes – This incentive may be implemented to provide relief from the City utility taxes for those new businesses locating in Mount Dora who meet certain performance measures and qualifications. These performance standards would likely be identical to those discussed above. The difference with a utility tax reimbursement is that no voter referendum is required. The City can establish a policy to reimburse utility taxes to the users who meet the established criteria.

***Recommendation:***

***The EDAC recommends that the City develop a Utility Tax Reimbursement Program to enhance the competitiveness of the City for attracting new business.***

## **Conclusion**

The members of the EDAC have brought their diversified perspectives together to assist the City in enumerating economic Development priorities that they believe will help move the City forward in what is becoming a more competitive economic environment in the region. Fortunately, the City of Mount Dora has positioned itself as a progressive City with high standards and a quality of life unmatched in the region. This in itself gives Mount Dora an advantage over other cities in the area.

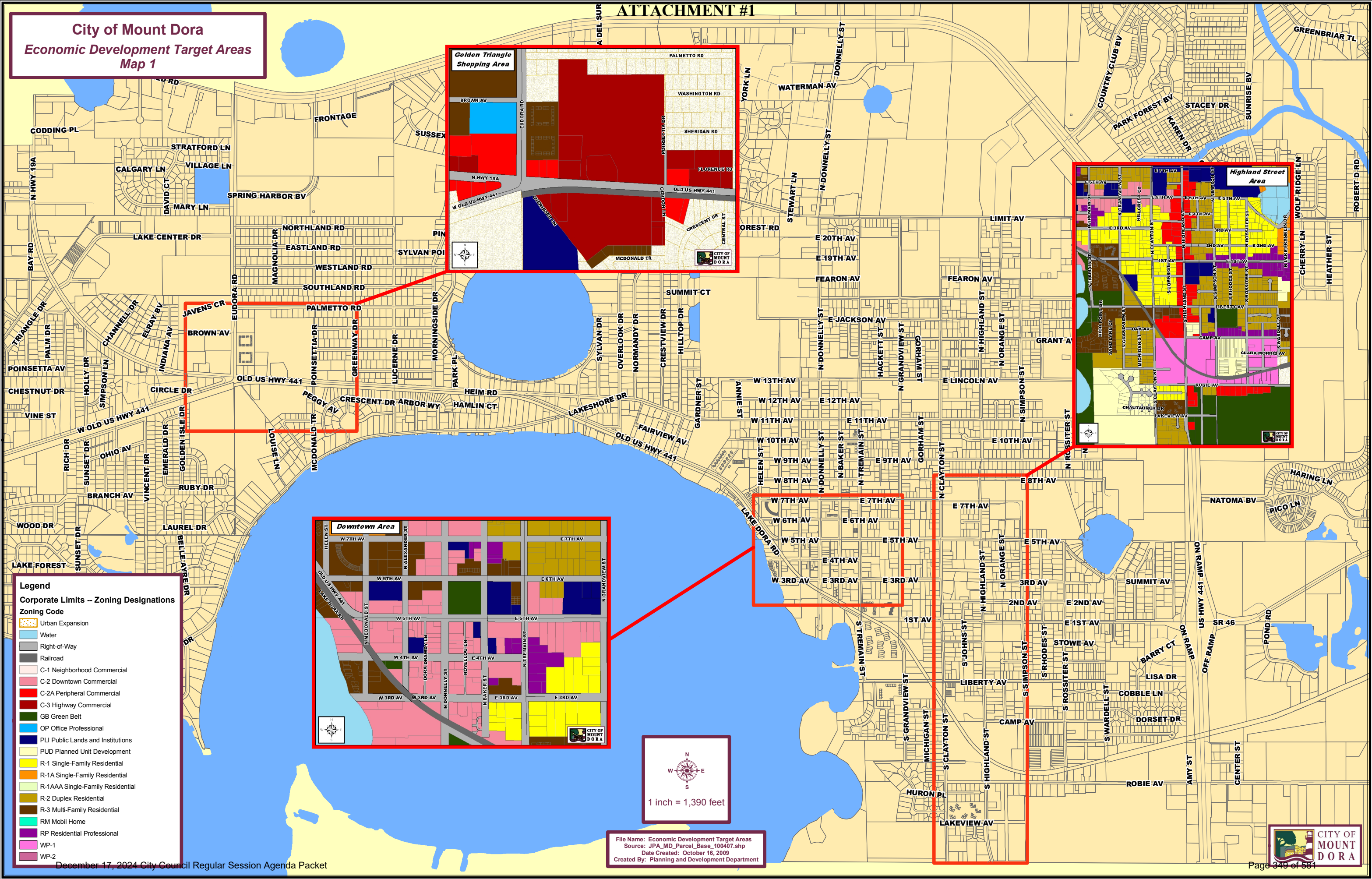
Although much work has been done, there is still progress that can be made. Many of the recommendations contained in this report are not without controversial elements. The EDAC is aware of this fact and it is the hope that the recommendations will be taken in the spirit in which they were intended. The EDAC, with backgrounds ranging from downtown merchants and business owners, hospitality interests, the professional planning field, industrialists as well as commercial, industrial and residential development interests have brought their unique points of view to the table to assist the City. It is clear that this group of people has an investment in the City and concern over the long term best interests of the community as we grow and develop.

# Appendix 1

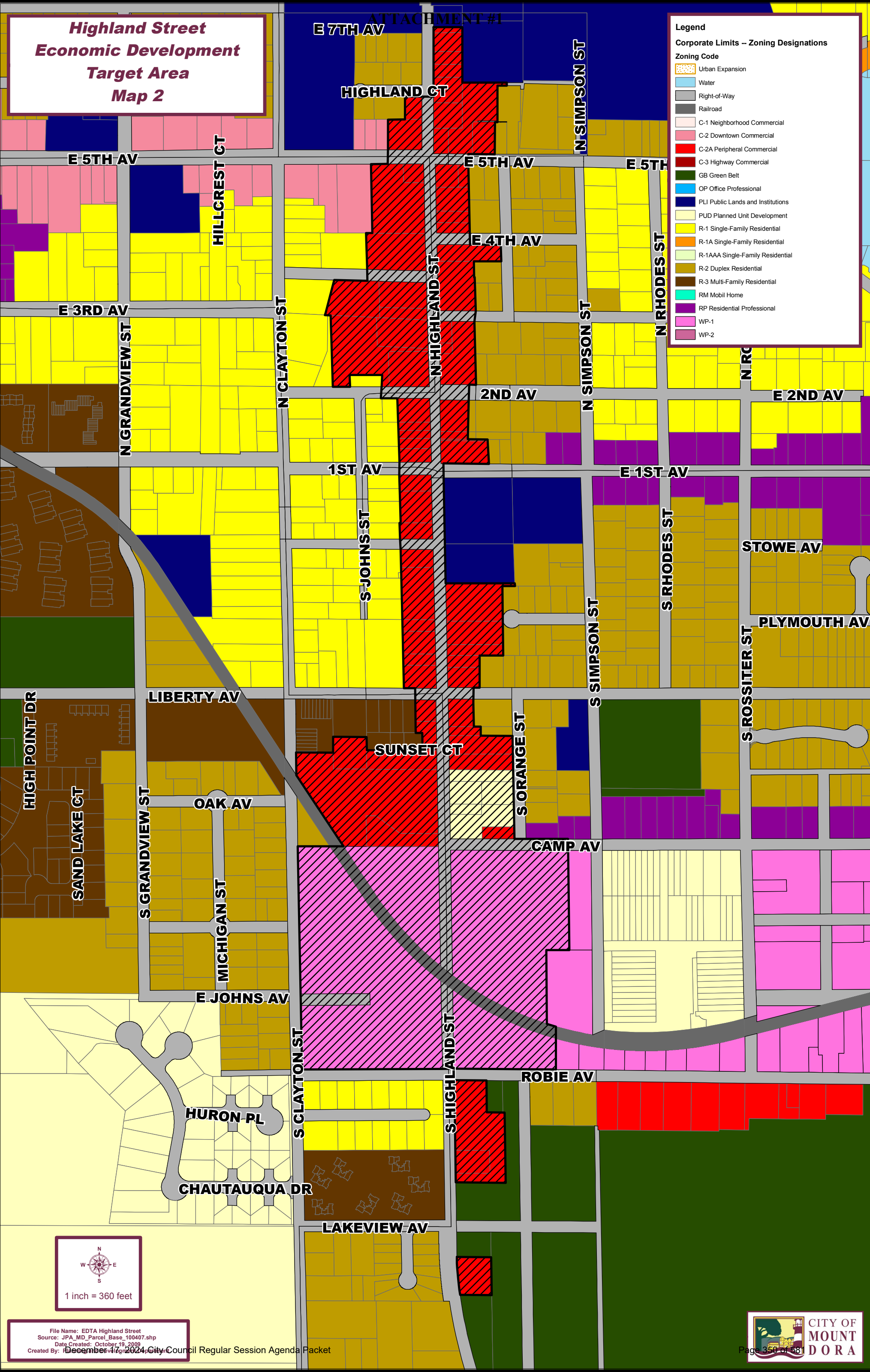
## Maps



City of Mount Dora  
Economic Development Target Areas  
Map 1







Legend

Corporate Limits – Zoning Designations

Zoning Code

Urban Expansion

Water

1 inch = 360 feet

**Golden Triangle  
Economic Development  
Target Area  
Map 3**

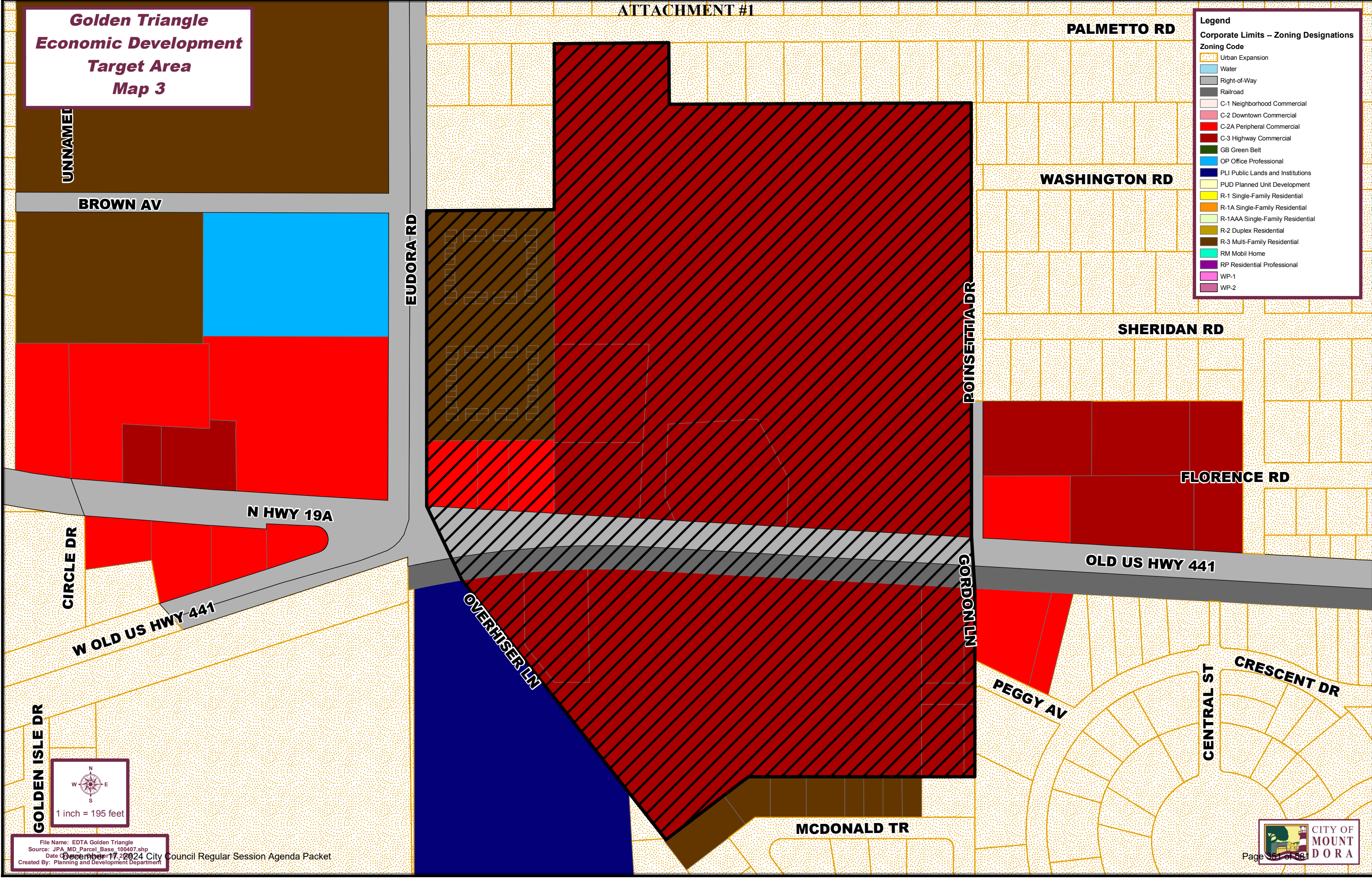
ATTACHMENT #1

Legend

Corporate Limits -- Zoning Designations

Zoning Code

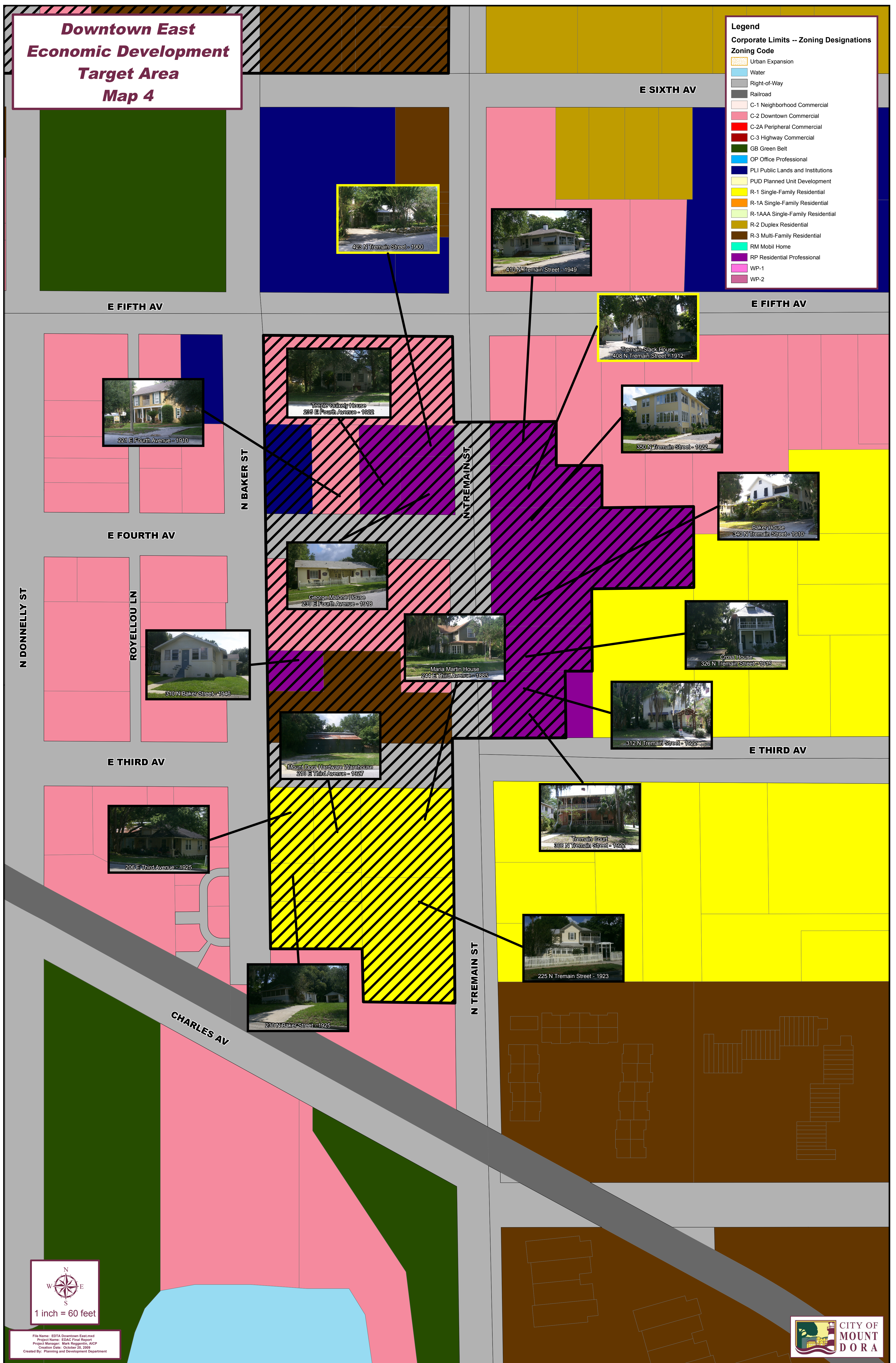
|  |                                   |
|--|-----------------------------------|
|  | Urban Expansion                   |
|  | Water                             |
|  | Right-of-Way                      |
|  | Railroad                          |
|  | C-1 Neighborhood Commercial       |
|  | C-2 Downtown Commercial           |
|  | C-2A Peripheral Commercial        |
|  | C-3 Highway Commercial            |
|  | GB Green Belt                     |
|  | OP Office Professional            |
|  | PLI Public Lands and Institutions |
|  | PUD Planned Unit Development      |
|  | R-1 Single-Family Residential     |
|  | R-1A Single-Family Residential    |
|  | R-1AAA Single-Family Residential  |
|  | R-2 Duplex Residential            |
|  | R-3 Multi-Family Residential      |
|  | RM Mobil Home                     |
|  | RP Residential Professional       |
|  | WP-1                              |
|  | WP-2                              |



File Name: EDTA Golden Triangle  
Source: JPA MD Parcel Base 100407.shp  
Date: December 17, 2024  
Created By: Planning and Development Department

December 17, 2024 City Council Regular Session Agenda Packet







**Downtown North  
Economic Development  
Target Area  
Map 5**

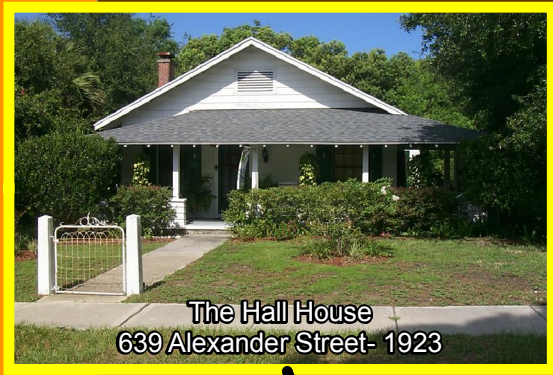
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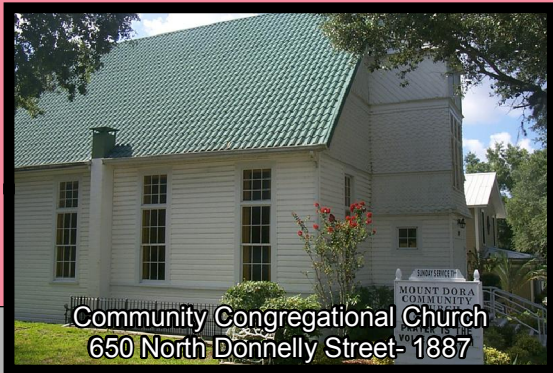
**Corporate Limits -- Zoning Designations**

**Zoning Code**

- Urban Expansion
- Water
- Right-of-Way
- Railroad
- C-1 Neighborhood Commercial
- C-2 Downtown Commercial
- C-2A Peripheral Commercial
- C-3 Highway Commercial
- GB Green Belt
- OP Office Professional
- PLI Public Lands and Institutions
- PUD Planned Unit Development
- R-1 Single-Family Residential
- R-1A Single-Family Residential
- R-1AAA Single-Family Residential
- R-2 Duplex Residential
- R-3 Multi-Family Residential
- RM Mobil Home
- RP Residential Professional
- WP-1
- WP-2



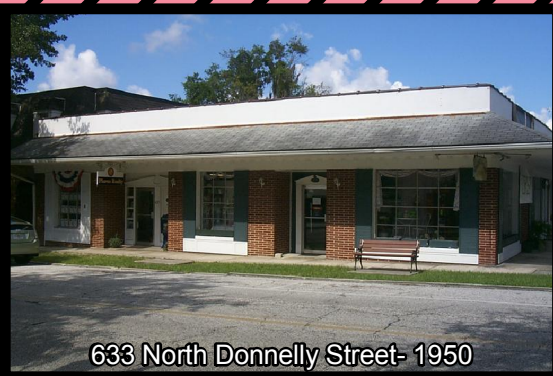
W SEVENTH AV



E SEVENTH AV



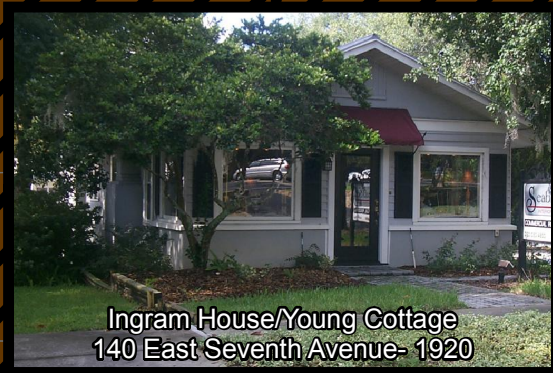
N MC DONALD ST



N DONNELLY ST



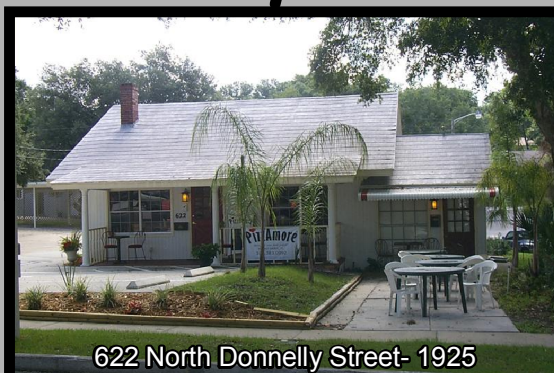
N TREMAIN ST



W SIXTH AV



E SIXTH AV



N ALEXANDER ST

N BAKER ST



File Name: EDTA Downtown North.mxd  
Project Name: EDTA Final Report  
Project Manager: Mark Reggentin, AICP  
Creation Date: October 28, 2009  
Created By: Planning and Development Department



# Appendix 2

# Backup

# Report

# Growth Issues

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## 1. Long Range Growth Plans

### A. Comprehensive Plan

The City has several long range growth plans that help guide the City's growth. The principal guide to growth in the city is the comprehensive plan. The State mandates that every local government complete a long range plan of at least 10 years to address nine specific areas of growth and development. These are Future Land Use, Transportation, Housing, Infrastructure (Potable Water, Sanitary Sewer, Solid Waste, Storm Water Management, and Aquifer Recharge); Conservation, Recreation and Open Space; Intergovernmental Coordination; Capital Improvements and Public Schools.

These plans are the foundation of long term growth planning for all local governments in Florida. These plans contain two sections for each element. The first is background data and analysis. In these sections, base information is collected and analyzed for each topic area to ensure that growth needs are being addressed. Information provided in these sections include inventories of land by use category; population projections; housing inventories; levels of service and capacities for various public facilities including water, sewer, storm water and parks systems; inventories of interlocal agreements; outlines of capital plans for infrastructure improvements, etc.

The second section of the comprehensive plan is the goals, objectives and policies. This section outlines what the City will do to address long range growth issues and how we will accomplish these goals.

The most important element of the comprehensive plan is the Future Land Use Element. This element outlines where and how the City will grow over the planning time frame. The Future Land Use goals, objectives and policies are included for your review. The key to this element is the Future Land Use Map (attached for your review). This map graphically describes how land uses within the city limits are distributed.

Mount Dora is fortunate that we have a well established existing land use pattern. The City was laid out in a traditional grid pattern with a downtown commercial core and surrounding residential and commercial areas. Areas of interest to the EDAC will primarily be the downtown commercial area, Donnelly Street, Highland Street and potentially First Avenue. These are the main commercial areas of the traditional city. Commercial development is also allowed on U.S. 441 at selected intersections of arterial and collector roads. The City also has an industrial area in the southern portion of the City, adjacent to Camp and Robie Avenues. These areas are described as follows:

US 441 – This is the major road for moving traffic around and through the existing city. Its traffic moving capabilities must be protected through access and land use controls. This is the most important road in the planning area due to its

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traffic moving capabilities and its potential for being an attractive parkway representative of the character of Mount Dora.

Current land uses are mostly agricultural with some commercial. Pressure will continue to grow for more commercial development. Commercial development will be allowed along with other high-intensity uses, as long as LOS standards are met and as long as proper service roads and other controls are provided to limit access points to US 441 and to ensure smooth traffic flow. Design standards must produce a well landscaped, attractive parkway.

Setbacks must be adequate to allow for future widening of the highway and the development of a frontage road system. The purpose of the service road system is to restrict direct access to US 441 while still accommodating access to property for intensive use. The objective is to develop US 441 as a safe, efficient and attractive parkway.

Old 441 – This road currently moves traffic through the city. It is cluttered with numerous land uses and curb cuts. It cannot be widened easily due to various barriers, such as the railroad, walls, utility lines and topography. Attention will be directed along the entire corridor to reducing curb cuts by eliminating and combining existing cuts, and by requiring indirect or joint access for future cuts.

The segment from the western end of the city to Morningside Drive will concentrate on new residential land use, with new commercial being allowed only where it can improve, consolidate and clean up existing commercial conditions.

From Morningside Drive to McDonald Street, efforts will be directed toward preserving the established residential areas.

From McDonald Street to Highland Street, a mix of residential, commercial, office and institutional uses currently exists. This mix has worked well and should be allowed to continue, with emphasis on residential and professional office uses, strong access and design controls. Signs, setbacks and driveway cuts will be regulated. Sidewalks, street lights and street trees will be provided. Parking lots will be upgraded to comply with the design standards of the land development regulations.

Highland Street from Fifth Avenue to the city limit line currently has a mix of land uses, some of which are unattractive. The city may consider providing cleanup and beautification assistance as an incentive for the owners to improve appearances. The mix of uses is acceptable as design standards have been strengthened.

SR 19A – This corridor from US 441 to Old 441 is the primary route between Eustis and Mount Dora. Its ability to move traffic is hampered by numerous curb cuts from primarily commercial uses and a lack of any service roads. Commercial development is the logical trend along much of the corridor, and will be allowed to continue if strong design and access controls are enforced.



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Donnelly Street – This corridor currently has a mix of residential, office and limited commercial uses.

The future use of the frontage on Donnelly Street from US 441 to Limit Avenue is critical. Particular attention will be paid to the parcels at the intersection with Limit Avenue and Old Eustis Road to ensure an appropriate transition to less intense uses than approved north of this intersection.

From that intersection south to downtown, a transitional mix of residential and professional office will be allowed. Professional office use will be allowed when access points can be maintained, reduced, eliminated or combined through service roads or cross-access easements, and only when good buffers can be provided for residential uses and an attractive appearance can be presented along Donnelly Street. Commercial uses will be allowed downtown (south of 10<sup>th</sup> Avenue), consistent with the existing character.

Limit Avenue – The road currently has primarily agricultural uses along it, with some residential uses. Appropriate future land uses west of US 441 and east of Donnelly Street are medium-density residential and office/commercial parks located near US 441, with limited access to the road provided by new roads.

SR 46 – This road, from Highland Street to US 441, currently has a mix of commercial, institutional and residential uses. Efforts will be made to promote and protect residential uses.

East of US 441, SR 46 is mostly agricultural or undeveloped. Clean light industrial and office uses will be encouraged. Access to this segment will be limited to preserve traffic-moving functions.

Attached for your review are the goals objectives and policies for the Future Land Use Element.

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## GOALS, OBJECTIVES AND POLICIES

### FUTURE LAND USE ELEMENT

**GOAL:** To promote, protect and improve the public health safety, general welfare and retain the quaint character of Mount Dora in a controlled growth environment while protecting the welfare and aesthetics of the community through the provision of appropriate land uses. These uses are designed to preserve the natural and cultural resources of the community, to ensure that public facilities and services are provided concurrent with the impacts of development so that level-of-service standards are maintained.

#### **OBJECTIVES:**

1. To coordinate future land uses with adjacent uses and natural features, including topography and soil conditions.

##### Policies:

- a. Enforce and update as needed, development regulations that promote quality development and ensure compatible land uses.
  - (1) Impacts to be regulated include noise, traffic, light, drainage, water quality, toxic and hazardous materials, litter, dust, visual, and other impacts. Regulations shall include zoning, subdivision, site plan, parking, signage and design standards.
  - (2) Techniques to be used to mitigate impacts include buffers, landscaping, setbacks, walls/fences, on-site parking, on-site traffic flow, lighting, sign control, pedestrian access and other factors which enhance the appearance of the built environment while providing an effective buffer between uses.
  - (3) These standards and techniques will also be applied to public projects.
  - (4) City shall include an adopted finding of compatibility for land use decisions.

2. To provide, or cause to be provided services and facilities adequate to meet adopted levels of service.

##### Policies:

- a. Adopt within this Comprehensive Plan, level-of-service standards that define adequate public services and facilities.
- b. Adopt a Capital Improvements Element within this plan to schedule the provision of the future public services and facilities, including acquisition of needed lands that will be provided by the city, county and other agencies.

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- c. Adopt regulations and implement a concurrency management system to ensure that development be permitted only when adequate services and facilities are available, and when level-of-service standards are met consistent with 9J-5.055.
  - d. Control impacts on facilities and services through control of development intensities as shown on the Future Land Use Map herein.
3. To encourage the redevelopment and renewal of blighted areas.

### Policies:

- a. Encourage public and private programs and investments designed to improve the quality of housing through the continued implementation of a redevelopment district and agency for the “northeast” section of the city.
  - b. Enforce development regulations and codes equally in all neighborhoods. Provide annual reporting and review of code enforcement activity.
  - c. Provide public services and facilities to all neighborhoods in an efficient and cost effective manner through the Capital Improvements Element and the annual budget process.
  - d. Pursue funding options and coordinate public/private efforts targeted toward redevelopment and renewal of blighted areas.
4. To encourage the prevention and elimination of uses inconsistent with the community’s character and future land uses through the implementation of land development regulations.

### Policies:

- a. Provide for the revocation of permission for uses inconsistent with the Future Land Use Plan when such uses are not active for a certain length of time.
- b. Enforce upgraded code requirements and provide compliance schedules. Emphasize the improvement or removal of dilapidated structures and other substandard conditions.
- c. Develop and maintain consistent and compatible zoning along Highland Street and SR 19A to improve the uses and appearance along these major entrance corridors.
- d. Require all zoning to be consistent with land use designations shown in the Future Land Use Plan; rezone property as needed.
- e. Allow non-residential uses in residential areas only when the uses are appropriate for the area and adequate buffers are provided and will not harm the residential character of the neighborhood.

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- f. Prohibit any proposed plan amendment or development order which would allow the development to exceed the intensities listed on page II-1 except for:
  - (1) Development orders for the development of lots already existing but which do not meet the above standard density requirements, and for which approval was granted prior to the adoption of this comprehensive plan, and where such lots are developed consistent with the applicable land development codes, or other developers agreements.
  - (2) Plan amendments resulting from or proposed as part of a change in current policy or a change in the adopted future land use map and any subsequent development orders.
- g. The following density and intensity standards are established for each land use category depicted on the Future Land Use Map:
  - (1) **Low Density Residential:** 0.0 to 2.5 dwelling units/acre. Primarily for single family residential and customary accessory uses and elementary schools. Boathouses, churches, schools, group homes (consistent with policy 4a of the Housing Element) home occupations and recreational facilities are also allowed in this district. Height is limited to 35 feet (25 feet within 100 feet of Lake Dora). Impervious surface ratio is 0.65. Public utility facilities may also be located in this category provided they can meet criteria for development established in the land development regulations.
  - (2) **Low/Medium Density Residential:** Maximum of 4.00 dwelling units/acre. Primarily for single family residential and customary accessory uses and elementary schools. Boathouses, churches, schools, group homes (consistent with policy 4a of the Housing Element) home occupations and recreational facilities are also allowed in this district. Height is limited to 35 feet (25 feet within 100 feet of Lake Dora). Impervious surface ratio is 0.65. Public utility facilities may also be located in this category provided they can meet criteria for development established in the land development regulations.
  - (3) **Medium Density Residential:** Maximum of 6.0 units per acre. Uses allowed include single family, customary accessory uses, duplex residences, elementary and middle schools. This category provides a buffer between low density and high density uses. Boathouses, churches, schools, group homes (consistent with policy 4a of the Housing Element) home occupations and recreational facilities are also allowed in this district. Height is limited to 35 feet (25 feet within 100 feet of Lake Dora). Impervious surface ratio is 0.65. Public utility facilities may also

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be located in this category provided they can meet criteria for development established in the land development regulations.

- (3) **High Density Residential:** Maximum of 12.0 units per acre. Uses allowed include single family, customary accessory uses, duplex, multi-family residences, elementary, middle, and high schools. Boathouses, churches, schools, hospitals, nursery schools, group homes (consistent with policy 4a of the Housing Element), nursing homes home occupations and recreational facilities are also allowed in this district. Height is limited to 35 feet (25 feet within 100 feet of Lake Dora). Impervious surface ratio is 0.65. Public utility facilities may also be located in this category provided they can meet criteria for development established in the land development regulations.
- (4) **Office:** This category is intended to provide a transition between residential areas and other higher intensity uses. Permitted uses include single family residential uses, multi-family residential uses (not to exceed 12 units/acre), insurance, real estate, attorney, medical, dental, financial and other business and professional offices, and public utilities. Educational facilities shall not be allowed in this district. Height is limited to 35 feet (25 feet within 100 feet of Lake Dora). Impervious surface ratio is 0.65.
- (5) **Commercial:** This category is limited to retail businesses. The city desires to maintain its traditional downtown setting, within the downtown and contiguous areas along Highland Street, 5th Avenue, Donnelly Street and Old U.S. 441. Residential uses are permitted in C-1, C-2, and C-2A zoning districts in association with commercial uses at a maximum density of 12 units per acre. With the exception of the downtown commercial area, all other commercial uses are limited to nodes along intersections of arterial and non-residential collectors, and along U.S. 441/S.R. 19A or in planned commercial centers. Educational facilities shall not be allowed in this district Height is limited to 35 feet (25 feet within 100 feet of Lake Dora). Impervious surface ratio shall be as follows based upon the zoning district and location:
  - C-1 - 0.80
  - C-2 within downtown exempt district - 1.00
  - C-2 outside downtown exempt district - 0.80
  - C-3 - 0.65
- (6) **Industrial:** This category is intended for light manufacturing, warehousing and storage associated with a business or Industrial use, wholesaling, distribution, office and other related activities. Educational facilities shall not be allowed in this district. Industrial parks with good internal circulation and attractive appearance from adjacent roads are encouraged. Height is limited to three stories. Maximum impervious surface ratio is 0.65.

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- (7) **Recreation:** Under this category uses are limited to active and passive recreation uses. Educational facilities shall not be allowed in this district. Maximum impervious surface ratio is 0.25. Height is limited to 35 feet (25 feet within 100 feet of Lake Dora).

Active - includes the City's golf course, ball fields, courts and swimming pool.

Passive - includes nature trails, park benches and open space.

- (8) **Conservation:** This category includes natural forest, natural communities, and environmentally sensitive areas. This land use category is intended for passive recreation activities and nature trails. Educational facilities shall not be allowed in this district. No building is permitted except for elevated boardwalks, equipment storage and restrooms. Maximum impervious surface ratio is 0.10.

- (9) **Public Lands and Institutions** - This category may include public lands owned by the city, county, state, federal government or school board. Also included in this category may be churches, cemeteries, and other public or quasi-public lands including elementary, middle, and high schools. Maximum impervious surface ratio is 0.70. Height is limited to 35 feet (25 feet within 100 feet of Lake Dora).

5. To ensure the protection of natural resources.

### Policies:

- a. Identify areas of environmental concern on the Future Land Use map as "Conservation" areas consistent with the Conservation Element. This will include mapping of flood prone areas, potable water wellfields and environmentally sensitive lands if they are identified within the planning area; the mapping may occur on the FLU map or within another appropriate element.
- b. Enforce appropriate development regulations to protect conservation areas and potable water wellfields.
- c. Monitor results through the development review and approval process and provide updates to the Comprehensive Plan and land development regulations every five years.
- d. Coordinate local efforts with any appropriate resource planning and management plan prepared pursuant to Chapter 380, Florida Statutes, and approved by the Governor and Cabinet.
- e. The City recognizes the need to protect specific rare natural communities within the Wekiva Study Area. These include the longleaf pine, sand hill, sand pine and xeric oak communities.

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The city shall require that a site assessment produced by an environmental professional verify the existence or lack thereof of these natural communities on all sites over 30 acres in size. If portions of these communities (less than or equal to 50%) exist on potential development sites, they shall be protected. The development potential lost through this protection shall be allowed to be transferred to more appropriate areas of the site. If more than 50% of the site is encompassed by one of these communities, 50% of the natural community shall be protected with the density transferred from the protected portion of the site to the developed portion.

For sites greater than 100 acres which have more than 50% of the site containing sensitive upland habitats, at least 50% of the site must be maintained as open space and that portion must contain the sensitive habitat.

As part of this assessment the developer shall identify any Karst features located on the site. These shall include but not be limited to sinkholes and limestone outcroppings. All development shall maintain a 50 foot buffer from these karst features.

6. The City shall implement acceptable planning programs and techniques to ensure compact growth and development to discourage the proliferation of urban sprawl.

### Policies:

- a. Through the adoption of this plan, the concurrency management system will ensure that facilities and services needed to support development are available only in areas that are delineated on the service area maps.
  - b. Development standards that create functional open spaces will be implemented. These standards shall include, but are not limited to clustering of development with a minimum standard of 35% open space in mixed use single and multi-family developments.
  - c. Within the City of Mount Dora, commercial uses shall be restricted to commercial nodes adjacent to the intersections of arterial and major collector roads. All new development is required to provide frontage/access roads and where appropriate, shared access agreements.
  - d. Eliminate enclaves through coordination with Lake County and provision of needed services to encourage annexation into the city as development approvals are requested.
7. To ensure the availability of suitable land for utility facilities necessary to support proposed development.

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## Policies:

- a. Identify necessary lands through the completion of long-range planning for public facilities as part of this Comprehensive Plan.
- b. Identify costs and schedules for acquisition of needed sites, and include the costs in the Capital Improvements Element.
- c. Use equitable funding mechanisms for existing and new development to pay a fair-share cost for lands necessary to support growth. Such mechanisms shall be included in adopted land development regulations and implemented through the annual budget process and through impact fees to be implemented as appropriate.
- d. The city shall develop a wastewater facility plan for our utility service area where central wastewater systems are not currently available. The facility plan shall include: the delineation of areas within the utility service area that are to be served by central facilities within 5 years; a financially feasible schedule of improvements; an infrastructure work plan to build the facilities needed to implement the facility plan, including those needed to meet enhanced treatment standards adopted by the Department of Environmental Protection; and a phase-out of existing onsite septic tank systems where central facilities are available.

The term available shall be interpreted consistent with the definition of s. 381.0065(2)(a). The facility plan shall also include a long-range component addressing service utility service area outside of the 5 year horizon. In addition, the city shall establish a water reuse program that allows for reuse of reclaimed water on a site-by-site basis for development over a size threshold to be determined by the local government or on a jurisdiction-wide basis to minimize pumpage of groundwater for nonpotable usage.

The city shall update the wastewater facility plan where the Total Maximum Daily Loads Program requires reductions in point source pollutants for a basin or as required by legislation for enhanced treatment standards.

- e. The city shall develop a master stormwater management plan that: assesses existing problems and deficiencies in the community; identifies projects to meet long-range needs; establishes priorities to address existing deficiencies; establishes measures to address redevelopment; establishes a schedule to complete needed improvements; evaluates the feasibility of stormwater reuse; and includes requirements for inspection and maintenance of facilities.



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The plan shall also identify a funding source, such as a stormwater utility fee, to fund implementation of the plan and maintenance program. In addition, the local government shall establish a water reuse and irrigation program that allows for reuse of stormwater on a site basis for development over a size threshold to be determined by the local government or on a jurisdiction-wide basis to minimize pumpage of groundwater for nonpotable usage.

8. To continue to adopt and enforce, innovative land development regulations where a public benefit can be realized, and where the impact on public facilities can be offset by the development.

### Policies:

- a. Allow for mixed uses and unconventional development designs in those cases where the developer can demonstrate improved living environments, protection of natural resources, or increased efficiency of services. This should be facilitated through regulations found in the Land Development Code. The minimum size of a Planned Unit Development is five (5) acres outside Community Redevelopment Districts and one (1) acre within Community Redevelopment Districts. Permitted uses are as follows:

- Planned residential communities may also contain complimentary office and/or commercial uses at a maximum of 25% of the site provided it is harmoniously designed and buffered from the residential uses. These developments must provide a minimum of 30% open space exclusive of building lots unless the property is located within a redevelopment district in which case there will be no minimum requirement.

- Planned commercial/office centers may include complimentary residential uses at a maximum of 25% of the site, provided it is harmoniously designed, functionally developed, provide adequate internal circulation, and are buffered from each other. These centers must provide a minimum of 35% open space (unless the property is located within a redevelopment district in which case there will be no minimum requirement) and are most appropriately located adjacent to other office or commercial centers. Planned commercial/office centers may be located in the commercial or office land use categories.

- Planned industrial parks may include commercial uses at a maximum of 30% of the site, provided it is harmoniously designed, functionally developed, provide adequate internal circulation, and are buffered from each

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other. These centers must provide a minimum of 35% open space unless the property is located within a redevelopment district in which case there will be no minimum requirement. Planned industrial centers shall only be located in the City's Industrial Land Use Category.

- b. Require new developments to provide necessary services and facilities, or to pay a fair share of the cost of those services and facilities.
  - c. Require adequate services and facilities to be available at the time buildings are occupied.
9. To protect historic resources.

### Policy:

Continue to enforce the adopted Historic Preservation Ordinance requirement to establish a district, a review board, standards procedures and incentives to preserve historic resources, and to promote quality architecture compatible with those historic resources.

10. To preserve existing desirable neighborhoods.

### Policies:

- a. Discourage through-traffic in residential neighborhoods through appropriate signage, law enforcement and annual monitoring reports.
  - b. Through adoption and enforcement of land development regulations and application of the development review process prohibit commercial intrusion into residential areas.
  - c. Enforce adopted buffer standards in the land development regulations to protect new and established residential areas adjacent to new and established non-residential uses.
  - d. Adopt and implement land development regulations that promote Residential Professional uses along portions of 5<sup>th</sup> Avenue, on Highland Street and Donnelly Street as shown on the Future Land Use Map in order to encourage the use of existing structures, provide access control, and provide buffering.
11. Adopt and implement land development regulations that encourage and guide the development of US 441 as a scenic parkway that efficiently moves traffic and presents an attractive, aesthetically pleasing appearance.

### Policies:

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- a. Allow high-intensity uses (such as commercial, office, hotels) and high-density residential within areas along the US 441 Parkway, as identified on the Future Land Use Map.
  - b. Require new development to provide necessary service roads.
  - c. Require new development to provide buffering and reasonable transitions to lower density residential areas.
  - d. Require new development to provide landscaping, architectural treatments and other improvements, in order to present an appearance along the US 441 Parkway consistent with the charm of Mount Dora.
12. Through the adoption of the Capital Improvements Element of this plan and through the annual budget process, provide focal points for government services to ensure reasonable availability of services to all areas. The policies listed below are to serve as guidelines and will be reviewed annually to ensure appropriate timing.

### Policies:

- a. Downtown - The Downtown area, near the intersection of Donnelly Street and Fifth Avenue, and extending north along Donnelly, will continue to serve as the citywide service center, housing the city hall, fire and police headquarters and station, the main library, community building, parks, and beautification projects.
  - b. West - A focal point will be established near the intersection of SR 19A and Old 441 to serve the western end of the planning area. Recreation and open space will be provided along with stations for police and/or fire, as may be needed (possibly as a joint effort with other jurisdictions). Landscaping improvements will also be made in order to provide an attractive appearance at this major entry point.
  - c. East - The eastern third of the planning area (i.e., east of the US 441 Parkway) will eventually need a point near the center of that area to provide services similar to those provided in the western area. Landscaping should be consistent with the theme established throughout the city to promote continuation of that theme elsewhere.
13. The City of Mount Dora, recognizing the environmental significance of property annexed through the adoption of Ordinance No. 822 (the "Property"), has adopted and will enforce development standards on the property to ensure the discouragement of urban sprawl, coordination with public facilities and the protection of the environmental function of this area. The policies adopted below specifically outline these requirements.

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The Property is anticipated to be developed as an adult/retirement community. The building intensities of the Property shall be limited to 80,000 square feet of commercial and 950 residential units at the maximum rate of 1.67 units per acre. No building height shall exceed thirty-five feet.

The Property shall be developed in accordance with the standards of R-1 (Single Family Residential) as it exists at the time of this comprehensive plan amendment except as modified in the policies set forth below.

### Policies:

- a. There shall be a maximum 950 dwelling units.
- b. Commercial Acreage. Eight acres more or less may be designated as commercial. A total maximum of 80,000 square feet of commercial space may be constructed within this area.
- c. The site will maintain a minimum of 60% open space on site, consisting of a maximum of 10% open space on individual lots and the balance of the open space on other portions of the Property. Open space shall be defined for this purpose as any portion of the Property which is open to the sky, including those portions of the property containing landscape materials, and which contains no impervious surfaces. Recreational uses may be allowed within the open space area. Pervious surfaces within individual residential or commercial lots do not qualify as open space. Open space shall be clearly established as a part of any subdivision or plat approval of the Property.
- d. Based upon geotechnical analysis prepared a by a professional geologist or hydrologist licensed to practice in the State of Florida, the post development recharge volumes will meet or exceed the predevelopment recharge volumes. The final design must demonstrate a water balance that is sensitive to the groundwater recharge area. Specific data on the recharge nature of the soils and the differential heads between the surficial and Upper Floridian aquifers must be demonstrated. Such demonstration shall be a prerequisite to any plat approval. Mount Dora will coordinate the review of the geotechnical analysis with the Department of Environmental Protection and St. Johns River Water Management District.
- e. There is the potential for construction of a golf course on this site. If a golf course is developed, the developer shall develop and maintain the course under the auspices of the Audubon International Signature Program at least a silver level.
- f. The City shall require that individual building lots be required to landscape consistent with the Florida Friendly Landscape

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requirements developed by the University of Florida. These standards provide that little or no additional water is used for irrigation purposes and rely heavily on native and drought tolerant plantings.

- g. In order to further protect water quality as a part of subdivision or plat approval the City shall require a stormwater management plan for the Property which meets City requirements and which utilizes treatment train techniques including use of grassy swales. The stormwater management plan shall include commitments for Property Owner Association maintenance of the stormwater management system.
  - h. As part of the development, the City shall require Traffic Impact Analyses. These studies will meet all requirements of the City of Mount Dora, Lake County, and DOT including any potential roadway improvements not originally anticipated.
- 14. The city shall adopt an update to its comprehensive plan pursuant to Section 163.3181, Florida Statutes, Evaluation and Appraisal Reports, within one year of the effective date hereof (December 4, 2003) to ensure that the City's Comprehensive Plan is in compliance with all applicable State Statutes and Administrative Rules. In addition the City shall consider further updates to its comprehensive plan based upon the recommendations of the Wekiva River Basin Coordinating Committee.

### Policies:

- a. The comprehensive plan update shall be adopted no later than December 4, 2004.

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## B. Joint Planning Agreements

The City has been very active in pursuing planning agreements that address areas outside of our City Limits. We are unique in the fact that we have Joint Planning agreements with Lake and Orange Counties and the City of Eustis.

### 1. Orange County Joint Planning Agreement

In 1996, following several months of negotiations, the City and County agreed on what all feel is a unique approach to the issues faced in this process. The JPA encompasses nearly 1200 acres just south of the city limits primarily on the In terms of joint planning, the jurisdictions adopted a 50 year agreement which requires the County to enforce the city's design and density standards within the JPA. Additionally, the county will allow a city representative to participate in the county's development review process to ensure that city standards are met. In terms of utilities, the city agreed to provide water and sewer service to the area for a 50-year term. At the end of the 50 years, if the county is prepared to serve the JPA with these services, the City will retain all customers being served at that time. This agreement allows the City to control the appearance of the development, which will act as a southern entrance to the City. Additionally, it provides the City with a reliable revenue stream to bond water and sewer improvements to serve the development.

2. A Joint Planning Agreement was adopted with Lake County in 2004 after several years of off and on negotiations. This agreement addresses density, intensity and location of uses within the planning area. Additionally, the agreement requires a joint review of all development to ensure compatibility with the most stringent of City and County regulations.

One weakness of this agreement is that at the time of adoption the County was reluctant to adopt a land use map outlining the specific uses allowed within the JPA. It was their preference to have the City participate in the process of revising the County comprehensive plan to avoid additional hearings. The City has been working with the County for the last four years to accomplish this task. Significant headway has been made. The City has proposed a land use map that incorporates industrial corridors along S.R. 46 east of U.S. 441 to promote clean light industry. Additionally, the City has proposed an Employment Center east of Round Lake Road. The County has yet to transmit their comprehensive plan to the State for review.

The intent of the EC Employment Center District is to promote orderly and logical development of land for major office complexes and light, clean industrial development in attractively designed, park-type settings, and to assure adequate design in order to maintain the integrity of existing or future nearby residential areas. The ultimate site must be large enough to

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meet the standards in the Land Development Code while retaining a well-landscaped image so as to readily blend with nearby residential areas. It is intended that a minimum number of points of ingress and egress be utilized in order to reduce the traffic impact on adjacent streets and thus enhance traffic movement. The district is most generally located on, or having access to, arterial or collector roadways. Areas of the city appropriate for this district are included in the "office" designations on the future land use map of the comprehensive plan and within the "employment center" of the Lake County/Mount Dora Joint Planning Area. This district is intended to be a high intensity office district. Floor area ratios are limited to 3.0. This will allow mid and high rise development. The district is intended to be primarily office type development but the code allows for light manufacturing if there is an associated corporate office type use. Retail commercial uses are allowed in this district but are limited to serve the office or manufacturing uses.

The City has also adopted a water and sewer territorial agreement with the City of Eustis. This agreement establishes a joint boundary for water and sewer services to ensure efficient delivery of these services. The agreement prohibits either jurisdiction from providing service or annexing across the service line without mutual consent. This agreement has cleared up territorial issues with Eustis and has allowed us to plan for our future growth areas.

### 2. Short Term Growth Planning

Where the City's long term growth and development is guided by the comprehensive plan and joint planning agreements, the shorter range planning is governed by the zoning of property. Where the comprehensive plan and land use outlines the general direction of development, the zoning on a piece of property tells how the property can develop. Within each zoning district are minimum lot sizes, setbacks, parking and landscape requirements, etc.

There are eight non-residential zoning categories in the City. These range from the low intensity office districts to the more intense light industrial and employment center districts. Each district has different requirements. For example the Residential Professional district is designed to allow the alteration of residential homes to offices. The standards in this district are designed to be more flexible because in most cases there is an existing structure designed to a residential standard. These structure and sites do not typically allow for conformance to rigid standards. This is also true of the Downtown Commercial zoning district. Due to the historical development patterns in this area, flexibility is required to allow redevelopment to occur. As you move to the more intense zoning districts, standards become less flexible with the increased intensity of the development. This is due to the fact that more intense commercial and industrial uses require certain amounts of parking to make them functional and not adversely affect the surrounding roadway systems. They require landscaping to ensure that the site is adequately buffered from adjacent uses. Architectural standards are in place to ensure that nondescript unattractive buildings

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are not constructed in the City. Attached on the following pages are descriptions of the various non-residential zoning districts for your reference. The entire Land development code can be found on the City's web site ([www.cityofmoundora.com](http://www.cityofmoundora.com)) and at [www.municode.com](http://www.municode.com) .



## NON-RESIDENTIAL ZONING DISTRICTS

### 3.4.6. C-1 Neighborhood Commercial:

1. *Description of district.* This district is established to provide commercial areas that serve neighborhood needs without damaging the residential character of the neighborhood and without attracting traffic from outside the neighborhood. The architecture of the proposed development shall be compatible with the established neighborhood. Areas of the city in which this district is appropriate are designated as "commercial" on the future land use map of the comprehensive plan and are generally located adjacent to the Grandview Street between Grant Avenue and Lincoln Avenue. Proposed sites must be of sufficient size to allow for required buffers.

#### 2. *Permitted uses.*

a. Any small convenience retail business or service customarily serving residential neighborhoods as opposed to businesses that serve regional areas, including drug stores, shoe repair, hardware stores jewelry stores, banks, florists, camera stores, luggage stores, tailor shops, photographic studios, restaurants, office supplies, paint stores, antique shops, specialty shops, convenience stores, commercial recreation, and other similar retail and office uses as those shown above.

b. Residential associated with the permitted uses set forth in subparagraph a. above.

#### 3. *Conditional uses* (See section 2.6):

- a. Churches.
- b. Funeral homes.
- c. Day care centers.
- d. Public service and utility facilities.
- e. Gas stations.
- f. ALF's.
- g. Nursing homes.

#### 4. *Prohibited uses:*

- a. Bars and cocktail lounges.
- b. Liquor stores.
- c. Massage parlors.

5. *Site development standards:* Within this district, development will generally be required to be compatible with the existing character of the Northeast District.

a. Minimum building setbacks: Buildings shall be set back consistent from property lines with existing, adjacent or nearby buildings so as to provide uniform frontage and spacing without blocking reasonable visibility of existing buildings.

b. Maximum building height: 35 feet.

Within 100 feet of Lake Dora: 25 feet.

c. Minimum street frontage (ft.): No minimum street frontage is required, provided that building and fire codes can be met and necessary services are provided.

d. Parking: The C-1 district as described above is recognized as a pedestrian oriented commercial district. Based on the level of pedestrian activity in the district, parking shall be provided based upon availability of land outside the applicable buffer.

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e. Landscaping/buffers: Building shall be buffered from property lines consistent with existing adjacent, or nearby buildings as to provide uniform landscaping and buffering. Landscape planting requirements shall meet the requirements of a type "a" buffer as described in section 6.6.

### 3.4.7. C-2 Downtown Commercial.

1. *Description of district.* This district is established to provide the primary commercial area to meet the retail and service needs of the city and to provide a unique and enjoyable shopping and activity center for the region. This district is most appropriate downtown, with "downtown" generally being considered to be that area of compact and continuous commercial uses radiating from the intersection of Donnelly Street and Fifth Avenue. This district may be allowed in areas designated as "commercial" on the future land use map of the comprehensive plan.

#### 2. *Permitted uses:*

- a. Drug stores, shoe repair, hardware stores, jewelry stores, banks, florists, camera stores, luggage stores, tailor shops, photographic studios, liquor stores selling liquor for consumption off premises, restaurants, bars and cocktail lounges associated with restaurant uses, newsstands, office supplies, paint stores, antique shops, similar retail sales activities to those listed above.
- b. Motels and hotels.
- c. Offices.
- d. Specialty shops.
- e. Theaters.
- f. Variety stores.
- g. Parking garages.
- h. Department stores.
- i. Convenience stores.
- j. Museums.
- k. Art galleries.
- l. Photographic and fine arts studios.
- m. Real estate offices.
- n. Bakeries.
- o. Dwellings consistent with the comprehensive plan.
- p. Neighborhood retail.
- q. Personal service establishments.
- r. Residential associated with the permitted uses set forth above.

3. *Conditional uses:* Any building or structure that is, in the opinion of the development review coordinator, not clearly permitted in the C-2 district may be required to obtain a conditional use permit.

4. *Prohibited uses:* The following uses are specifically excluded from the C-2 district:

- a. Gas and oil service centers.
- b. Shopping centers and discount houses.

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c. Any commercial establishment involving manufacturing, warehousing, excessive traffic generating activity, or any activity likely to cause objectionable noise, fumes, vibrations, dust, odor or fire hazard.

d. Drive-in facilities.

5. *Site development standards:* Within the downtown area, development will generally be required to be compatible with the existing downtown character.

a. Minimum building setbacks: At a minimum, buildings shall be set back from property lines consistent with existing adjacent or nearby buildings so as to provide a uniform frontage and spacing without blocking reasonable visibility of existing buildings.

b. Maximum building heights: 35 feet.

Within 100 feet of Lake Dora: 25 feet.

c. Minimum street frontage: No minimum; provided, that building and fire codes can be met and necessary service areas can be provided.

d. Loading areas: Loading areas as required in section 6.5 will be provided except where such areas are determined to be infeasible for existing buildings.

e. Landscaping/buffers: Buildings shall be buffered from property lines consistent with existing, adjacent or nearby buildings as to provide uniform landscaping and buffering.

f. Signs: The requirements of section 6.7 shall apply.

g. Access: Pedestrian access is of primary importance in the downtown area. Sidewalks shall be provided as needed to provide pedestrian access to the proposed project, to adjacent properties as appropriate and to maintain the overall sidewalk system downtown. Vehicular access will in most cases be limited to rear service areas and parking lots. Front or side yard parking may be permitted when it is demonstrated that the character of the downtown area will not be adversely affected.

h. Canopies, awnings and arcades: Notwithstanding any other city ordinance or codes to the contrary, canopies, awnings and arcades may be utilized. Projection onto or over the public streets, sidewalks or right-of-way will be permitted. However, in order to be approved, the following minimum standards shall be met: the minimum height of the bottom of the canopy, awning or arcade structure shall be seven feet; and, the canopy awning or arcade structure shall be constructed so that the bottom thereof is horizontal.

i. Building design:

1. Architectural style is not restricted. Evaluation of the appearance of a project shall be based on the quality of its design and relationship to surroundings.

2. Buildings shall have good scale and be in harmonious conformance with permanent neighboring development.

a. Materials shall have good architectural character and be selected for harmony of the building with adjoining buildings.

b. Materials shall be selected for suitability to the type of buildings and the design in which they are used. Buildings shall have the same materials, or those that are architecturally harmonious, used for all building walls and other exterior building components wholly or partially visible from public ways.

c. Materials shall be of durable quality.

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- d. In any design in which the structural frame is exposed to view, the structural materials shall be compatible within themselves and harmonious with their surroundings.
3. Building components, such as windows, doors, eaves, and parapets, shall have appropriate proportions and relationships to one another.
4. Colors shall be harmonious and shall use only compatible accents. Fluorescent colors shall be prohibited.
5. Mechanical equipment or other utility hardware on roof, ground, or buildings shall be screened from public view with materials harmonious with the building, or they shall be located as not to be visible from any public ways.
6. Exterior lighting shall be part of the architectural concept. Fixtures, standards, and all exposed accessories shall be harmonious with building design.
7. Refuse and waste removal areas, service yards, storage yards, recycling areas and exterior work areas shall be screened from view from public ways, using materials as stated in criteria for equipment screening.
8. Monotony of design in single or multiple building projects shall be avoided. Variation of detail, form, and siting shall be used to provide visual interest. In multiple building projects, variable siting or individual buildings may be used to prevent monotonous appearance.
9. See section 6.11 (architectural guidelines) for additional standards.

### 3.4.7-A. C-2-A Peripheral Commercial Zoning District.

1. *Description of district.* This district is established to provide a commercial area for the retail and service needs of the overall community in addition to those uses permitted in the C-2 Downtown Commercial District. This district is most appropriate along Highland Street, three hundred feet along Fifth Avenue going west from Highland Street and designated "commercial" on the future land use map.

#### 2. *Permitted uses:*

- a. Those uses permitted in the C-2 district.

#### 3. *Conditional uses* (See section 2.5):

- a. Gas and oil service stations may be permitted as conditional uses at the northwest and southwest corners of the intersection of Highland Street and Fifth Avenue and at the northeast corner of the intersection of First Avenue and Highland Street.
- b. Bus passenger terminals; provided, however, that no vehicle repair or related maintenance operation shall be conducted on the premises.
- c. Any building, structure or use that is, in the opinion of the development review coordinator, not clearly permitted in the C-2-A district and which is not prohibited, may be allowed upon the grant of a conditional use permit.
- d. Single paint bay auto body shops.

In addition to the requirements of section 2.6, the planning and zoning commission may require additional adequate systems to prevent ground, air or noise pollution, and may require setback and landscaping which are adequate for any conditional use.

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4. *Prohibited uses.* Any commercial establishment involving manufacturing, warehousing, excessive traffic or any activity which may cause objectionable noise, fumes, vibrations, dust, odor or fire hazard.

5. *Site development standards:*

|    |                                 | Adjacent to Residential | Standard |
|----|---------------------------------|-------------------------|----------|
| a. | Minimum building setbacks (ft.) |                         |          |
|    | Front yard                      | 25                      | 0*       |
|    | Side yard                       | 25                      | 0*       |
|    | Rear yard                       | 25                      | 10       |
| b. | Maximum building height (ft.)   | 35                      | 35       |
|    | Within 100 ft. of Lake Dora     | 25                      | 25       |
| c. | Minimum street, frontage        | Same as C-2             |          |
| d. | Parking                         | See section 6.5***      |          |
| e. | Landscaping/buffers             | Same as C-2**           |          |
| f. | Signs                           | See section 6.7         |          |
| g. | Access                          | See subsection 6.3.7    |          |

\* Side and front yard setbacks shall be determined by averaging the side or front yard setbacks on all structures within 100 feet of the proposed site along the same right-of-way.

\*\* Minimum planting standards shall be those of a type "A" buffer. However, rear buffer requirements may be waived on single street frontage interior parcels adjacent to residential zoning districts if a six-foot privacy fence is installed to completely obstruct the view to the rear of the building from the adjacent residential property.

\*\*\* Up to eight parking spaces may consist of a stone surface provided parking is located in the rear of the building and screened from adjacent property.

### 3.4.8. C-3 Highway Commercial.

1. *Description of district.* This district is established to provide concentrated shopping center-type developments at the intersections of major highways without adversely impacting the safety and traffic circulation efficiency of those highways. Areas suitable for shopping center development are generally along S.R. 19A and along U.S. 441, and along Old U.S. Highway 441 west of Morningside Drive, at major intersections or where secondary service roads are provided. This district is appropriate in areas designated as "commercial" or "industrial" on the future land use map of the comprehensive plan. In order to ensure development consistent with the plan, all commercial development, as opposed to office development, for example, shall be located upon parcels with U.S. 441 frontage which are contiguous to intersections of existing collector or arterial roads, those being Highway 19A, Eudora Road, Morningside Drive, Donnelly Street, Limit Avenue,

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Lincoln Avenue, First Avenue, and Robie Avenue, with U.S. 441 and that certain proposed road which will intersect with U.S. 411 between Eudora Road and Morningside Drive or within 1,000 feet thereof, as measured along U.S. 441 regardless of property depth, and connected by a frontage road to the intersection. "T" intersections may be used only for properties on the same side of the continuous road as the dead end road. C-3 zoning is allowable only for the portion of the property in question which is within 1,000 feet of the intersection in question, as measured along U.S. 441 regardless of property depth. In no event, however, is C-3 zoning assured even for those parcels meeting the 1,000-foot criteria. Zoning of any such parcels shall be at the discretion of the city council. Further, any land uses which are allowable only by virtue of C-3 zoning are only allowable within 1,000 feet of the intersection in question, as measured along U.S. 441 regardless of property depth, even if the parcel is zoned planned unit development.

### 2. *Permitted uses:*

- a. Business establishments with retail sales including: Antiques, arts, bakeries (with baking of products for sale on the premises), bicycles, books, drugs, electrical appliances, florists, gifts, groceries, hardware, jewelry, luggage, music, newsstands, office supplies, paint and wallpaper stores, photographic, plumbing fixtures sales and service, radios and televisions, department stores, restaurants, bars and cocktail lounges and liquor stores.
- b. Service establishments without products, including: Financial institutions, walk-in theaters and health spas.
- c. Personal service establishments including: Art studios, barber shops, beauty shops, photographic studios (excluding processing labs), shoe repair, tailoring and watch and clock repair.
- d. Offices: Administrative, business and professional.
- e. Accessory uses which are normally associated with uses permitted herein when in conjunction with uses properly licensed for operation on the same site.
- f. Other uses which are similar or compatible to the uses permitted herein and which are not specifically permitted in a more permissive district and which are not prohibited and which promote the intent and purposes of this district. This determination shall be made by the planning and zoning commission.

### 3. *Conditional uses (See section 2.6):*

- a. Emergency shelters.
- b. Treatment and recovery facilities.
- c. Group housing.
- d. Adult living facilities.
- e. Automobile sales, (including no more than three recreational vehicles), motorcycle sales, service stations; however, only minor repairs may be made to vehicles provided such repairs are made within an enclosed building.
- f. Bus passenger terminals; provided, however, that no vehicle repair or related maintenance operation shall be conducted on the premises.
- g. Car washes.
- h. Group care facilities.
- i. Public and semipublic uses such as: Private schools, churches, hospitals and clinics (including animals), community centers, libraries, museums, nursing and/or convalescent

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homes, schools (private, business, trade, vocation, public and professional) and public utilities.

4. *Prohibited uses.* All uses not allowed as either a permitted use or a conditional use above is prohibited unless adopted as part of a planned unit development.

5. *Site development standards:*

|    |                                                | Adjacent to Residential | Standard |
|----|------------------------------------------------|-------------------------|----------|
| 1. | Minimum building setbacks (ft.)                |                         |          |
|    | Front yard                                     | 50                      | 25       |
|    | Side yard                                      | 50                      | 25       |
|    | Rear yard                                      | 50                      | 25       |
|    | From any street                                | 50                      | 25       |
| 2. | Minimum lot size (sq. ft.)                     | 15,000                  |          |
| 3. | Maximum building heights (ft.)                 | 35                      |          |
|    | Within 100 ft. of Lake Dora                    | 25                      |          |
| 4. | Minimum street frontage (ft.)                  | 200                     |          |
| 5. | Maximum building size (sq. ft. leaseable area) | 100,000                 | 100,000* |
| 6. | Parking                                        | See section 6.5         |          |
| 7. | Landscaping/buffers                            | See section 6.6         |          |
| 8. | Signs                                          | See section 6.7         |          |
| 9. | Access                                         | See subsection 6.3.7    |          |

\*Subparagraph 5 relating to maximum building size shall apply to all new buildings for which a development order is sought after the effective date hereof unless such development order is sought in conjunction with a planned unit development for which an exception to subparagraph 5 has been granted, in which case subparagraph 5 shall not apply.

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### 3.4.9. *RP Residential Professional.*

1. *Description of district.* This district is established to provide areas where existing residential structures can be utilized for office use and not adversely affect adjacent property owners or traffic patterns. The district would generally be found in transitional neighborhoods along major roads and adjacent to commercial areas to provide a transition to adjacent residential areas. Areas of the city appropriate for this district are included in the "office" designation on the future land use map of the comprehensive plan.

2. *Permitted uses:*

- a. Single-family homes and customary accessory uses, including boathouses for storage of watercraft, not including sea planes, and not for human occupancy, of no more than 25 feet in height.
- b. Duplexes meeting R-2 development standards.

3. *Conditional uses* (See section 2.6). Conditional uses should only be approved in those cases where adequate parking can be provided, adjacent residential areas can be properly buffered and adequate landscaping can be provided. Because a conditional use will generate more traffic than a residence, the road access may be required to be improved as a condition of approval. The combining or elimination of curb cuts, cross access easements and rear lot access should all be considered. Sidewalks must be provided along all street frontages. The following conditional uses may be considered:

- a. Professional offices.
- b. Personal service establishments.
- c. Adult living facilities.

4. *Site development standards:*

- a. Minimum building setbacks for new buildings: Existing structures which do not meet setback, frontage or other site requirements may be granted a conditional use if additional buffering or landscaping is provided.

Front yard: 25 feet.

Side yard: 10 feet.

Rear yard: 30 feet.

From any street: 25 feet.

- b. Minimum street frontage: 75 feet.
- c. Maximum building height: 35 feet.
- Within 100 feet of Lake Dora: 25 feet.
- d. Minimum lot size: 8,500 square feet.
- e. Minimum lot width at building line: 75 feet.
- f. Minimum dwelling size: 1,200 square feet.
- g. Parking: See section 6.5.

Parking for conditional uses shall be in rear yards, if possible.

- h. Landscaping/buffers: If provision of minimum buffer widths is prohibitive due to site size, additional landscaping may be provided in lieu of provision of the entire buffer.



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- i. Signs: Each site as part of a conditional use may have a wall-mounted identification sign of no more than 20 square feet in area. Design criteria for the sign may be specified as a condition of approval.
- j. Access: Every effort should be made to reduce the number of curb cuts by providing access easements with properties on either side to allow vehicles to go from one parcel to another without entering the public road or by use of other methods. Driving aisle widths may be reduced if parking is provided in the rear of the site and if sight constraints prohibit full aisle widths.

### 3.4.10. *OP Office Professional.*

1. *Description of district.* The intent of the OP Office Professional District is to promote orderly and logical development of land for offices and service activities, and to assure adequate design in order to maintain the integrity of existing or future nearby residential areas. The ultimate site must provide a low intensity of land usage and site coverage to enable the lot to retain a well-landscaped image so as to readily blend with nearby residential areas. It is intended that a minimum number of points of ingress and egress be utilized in order to reduce the traffic impact on adjacent streets and thus enhance traffic movement. The district is most generally located on arterial or collector roadways. Areas of the city appropriate for this district are included in the "office," "commercial" and "industrial" designations on the future land use map of the comprehensive plan.

#### 2. *Permitted uses:*

- a. Dental and medical labs and clinics.
- b. General office buildings.
- c. Professional offices.
- d. Financial offices.
- e. Telephone and utility business offices.
- f. Public uses.
- g. Other similar uses if determined to be compatible by the planning and zoning commission.

#### 3. *Conditional uses* (See section 2.6):

- a. Commercial parking facility.
- b. Banks.
- c. Private schools.
- d. Hospital and nursing homes.
- e. Clubs and lodges.
- f. Funeral homes.
- g. Public service and utility facilities.
- h. Churches.
- i. Day care centers.

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### 4. *Site development standards:*

|    |                                 | Adjacent to Residential | Standard |
|----|---------------------------------|-------------------------|----------|
| a. | Minimum building setbacks (ft.) |                         |          |
|    | Front yard                      | 50                      | 50       |
|    | Side yard                       | 50                      | 25       |
|    | Rear yard                       | 50                      | 25       |
|    | From any street                 | 50                      | 25       |
| b. | Minimum lot size (sq. ft.)      | 15,000                  |          |
| c. | Minimum lot width (ft.)         | 125                     |          |
| d. | Maximum building height (ft.)   | 35                      |          |
|    | Within 100 ft. of Lake Dora     | 25                      |          |
| e. | Parking                         | See section 6.5         |          |
| f. | Landscaping/buffers             | See section 6.6         |          |
| g. | Signs                           | See section 6.7         |          |
| h. | Access                          | See subsection 6.3.7    |          |

#### 3.4.11 *WP-1 Workplace:*

1. *Description of district.* The WP-1 district is established in order to identify and provide those geographic areas within the city that are appropriate for the development and maintenance of a light industrial, office, manufacturing and warehousing environment. The purpose of this district is to provide light, clean industrial development in attractively designed, park-type settings that allow for the manufacturing and / or distribution of previously prepared materials or finished products or parts including the processing, fabrication, assembly, treatment and packaging of such products. Service and commercial activities relating to the character of the district and supporting its activities and employees are permitted as conditional uses, however, this district is not intended to be commercial in character. Areas of the city in which these districts are appropriate are designated as "industrial" on the future land use map of the comprehensive plan.

#### 2. *Permitted uses:*

- a. Trade shops.
- b. Warehouses associated with principal uses other than warehousing.
- c. Commercial distribution centers.
- d. Manufacture or assembly of computer or electronic parts or components.
- e. Manufacture or assembly of furniture or fixtures.
- f. Commercial bakeries.
- g. Manufacture or assembly of pharmaceutical products.
- h. Medical laboratories.

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- i. Manufacture or assembly of leather goods without processing facilities.
- j. Data processing services.
- k. Industrial trade schools.
- l. Manufacture or assembly of optical equipment.
- m. Research and development laboratories and facilities.
- n. OP (office professional) permitted uses.

3. *WP-1 conditional uses* (See section 2.5):

- a. Outside storage associated with a permitted use listed above.
  - b. Service and commercial activities relating to the character of the district and supporting its activities and employees.
  - c. Any building or structure that is, in the opinion of the development review coordinator, not clearly permitted in the WP-1 district, but is similar and compatible to the uses listed above, may be required to obtain a conditional use permit.
- In addition to the requirements of section 2.5 the planning and zoning commission shall determine that there are adequate systems to prevent ground, air or noise pollution, that the required setback requirements of the WP-1 zoning district are adequate for the proposed conditional use, and that the facility shall conform to the standards set forth in the description of the WP-1 district in subsection 3.4.11.1 above.

4. *Site development standards:*

|    |                                                                                                                                                                                                                                                 | Adjacent to Residential | Standard |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------|
| a. | Minimum building setbacks (ft.)                                                                                                                                                                                                                 |                         |          |
|    | Front yard                                                                                                                                                                                                                                      | 100                     | 50       |
|    | Side yard                                                                                                                                                                                                                                       | 100                     | 10       |
|    | Rear yard                                                                                                                                                                                                                                       | 100                     | 10       |
| b. | Minimum lot size (sq. ft.)                                                                                                                                                                                                                      | 15,000                  |          |
| c. | Maximum building height (ft.)                                                                                                                                                                                                                   | 35                      |          |
|    | Within 100 ft. of Lake Dora                                                                                                                                                                                                                     | 25                      |          |
| d. | Parking                                                                                                                                                                                                                                         | See section 6.5         |          |
| e. | Landscaping/buffers: The 25 feet of the front yard adjacent to the right-of-way shall be retained as a landscaped green area, with parking permissible in the remaining portion of the front yard only for passenger vehicles. See section 6.6. |                         |          |
| f. | Signs: See section 6.7.                                                                                                                                                                                                                         |                         |          |

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### 3.4.12 WP-2 Workplace:

1. *Description of district.* The WP-2 district is established in order to identify and provide those geographic areas within the city that are appropriate for the development and maintenance of a industrial, manufacturing, warehousing and office environment. The purpose of this district is to allow for more intense types of industrial uses that engage in the processing, manufacturing or storage of materials or products predominantly from previously extracted or raw materials. Areas of the city in which these districts are appropriate are designated as "industrial" on the future land use map of the comprehensive plan and are located within 921.03 feet east of U.S. Highway 441, south of East Robie Avenue and within 667.29 feet north of the Orange County Line.

#### 2. *Permitted uses:*

- a. Wholesale storage of flammables associated with principal uses other than storage.
- b. Automobile paint and body shops.
- c. Utility trailer rental.
- d. Heavy equipment and tool rentals with outdoor storage.
- e. WP-1 permitted and conditional uses.

#### 3. *WP-2 conditional uses* (See section 2.5):

- a. Utility facilities.
  - b. Telecommunications towers (subject to subsection 3.5.21).
  - c. Any building or structure that is, in the opinion of the development review coordinator, not clearly permitted in the WP-2 district, but is similar and compatible to the uses listed above, may be required to obtain a conditional use permit.
- In addition to the requirements of section 2.5 the planning and zoning commission shall determine that there are adequate systems to prevent ground, air or noise pollution, that the required setback requirements of the WP-2 zoning district are adequate for the proposed conditional use, and that the facility shall conform to the standards set forth in the description of the WP-2 district in subsection 3.4.12.1 above.

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### 4. *Site development standards:*

|    |                                                                                                                                                                                                                                                 | Adjacent to Residential | Standard |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------|
| a. | Minimum building setbacks (ft.)                                                                                                                                                                                                                 |                         |          |
|    | Front yard                                                                                                                                                                                                                                      | 100                     | 50       |
|    | Side yard                                                                                                                                                                                                                                       | 100                     | 10       |
|    | Rear yard                                                                                                                                                                                                                                       | 100                     | 10       |
| b. | Minimum lot size (sq. ft.)                                                                                                                                                                                                                      | 15,000                  |          |
| c. | Maximum building height (ft.)                                                                                                                                                                                                                   | 35                      |          |
|    | Within 100 ft. of Lake Dora                                                                                                                                                                                                                     | 25                      |          |
| d. | Parking                                                                                                                                                                                                                                         | See section 6.5         |          |
| e. | Landscaping/buffers: The 25 feet of the front yard adjacent to the right-of-way shall be retained as a landscaped green area, with parking permissible in the remaining portion of the front yard only for passenger vehicles. See section 6.6. |                         |          |
| f. | Signs: See section 6.7.                                                                                                                                                                                                                         |                         |          |
| g. | Outside storage: Any outside storage shall be screened from view from adjacent property.                                                                                                                                                        |                         |          |

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### 3. Wekiva Parkway

Perhaps the single most important issue to the City of Mount Dora since the relocation of U.S. 441 is the development of the Wekiva Parkway. Just as the relocation of U.S. 441 out of the downtown area preserved what is now a nationally recognized downtown area unique in Florida and created development opportunities adjacent to its current route, the Wekiva Parkway will be the single most important economic development driver in the City for years to come. The construction of this facility has the opportunity to facilitate the creation of an environment that will create high paying jobs, provide customers to Mount Dora businesses, and create a tax and utility base that will allow the City to maintain the high levels of service that residents have grown to expect. Cities have few opportunities to take advantage of opportune circumstances and turn those events into a means to drive economic development well into the future. Examples of failure to capitalize on opportunities similar to this are evident on either end of S.R. 408 (The East-West Expressway). The Wekiva Parkway has presented the City with that same opportunity.

The history of the Wekiva Parkway goes back many years. The current situation is that the Orlando/Orange County Expressway Authority, county and city governments, State agencies including the DOT and the environmental community have come together to agree on a plan to complete the beltway around Orlando. The Wekiva Parkway will connect S.R. 429 in Apopka to S.R. 417 in Sanford. The road is to be designed as a limited access facility to accomplish two tasks. One is to relieve traffic on Interstate 4. The other is to provide relief to U.S. 441. Although the intent of providing relief to U.S. 441 is to facilitate commuter movement into the Orlando metropolitan area, the City's challenge is to take advantage of the situation and create an environment that will provide for the creation of an employment center that will balance or reverse the existing commuting pattern. A map of the proposed route for the Wekiva Parkway is attached for your review.

A key component of this road is what is termed as the spur road that will leave the Parkway in northern Orange County and connect to S.R. 46 near Round Lake Road. S.R. 46 is proposed to be widened from the intersection at Round Lake Road to U.S. 441 from its current two lanes to four lanes. This spur and the widening of S.R. 46 will provide the transportation connection that will provide the opportunities for development east of town. During the Task Force meetings that resulted in the legislation paving the way for the parkway, two local economists were consulted to advise the committee on the potential growth impacts of a project of this nature. Both concurred that unless growth controls were in place, the resulting development pattern would be sprawling residential development. This is because residential development will always precede non-residential development. Unless the land is preserved for land use patterns that will follow the initial residential wave, the opportunity for economic development will be lost.

For these reasons, we have worked with the County to develop land use patterns within the JPA to preserve the land for future development (refer to discussion of Lake County JPA).

# Land Development and Building Processes

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### 1. Land Development Processes

There are several land development processes outlined in the Land Development Code. To provide the Committee with as broad of a scope as possible each process is described below with a time frame associated with it.

The three bodies involved with land development processes are:

1. Development Review Committee (DRC). The DRC is a staff committee that reviews applications to ensure that they are technically correct and consistent with applicable comprehensive plan and land development code requirements. The DRC is comprised of representatives from the Planning and Development, Public Works and Utilities, Police and Fire Departments.
2. Planning and Zoning Commission (P&Z) – The P&Z is a City Council appointed citizen board that will either make recommendations to the Council or grant final approvals of applications based upon the application type.
3. City Council – the City Council is required to act on certain zoning and land development issues as defined by statute.

In terms of timing any application must be submitted by the first Monday on any month. The DRC meets the last Wednesday of the same month. The DRC provides the applicant with written comments and recommendations. DRC members discuss the comments and recommendations during the meeting. A follow-up letter is sent to the applicant following the meeting documenting the comments and recommendations and providing deadlines for the next submittals. Items requiring only DRC approval take 3 ½ weeks to process. Staff strongly encourages pre-application meetings to take place. At these meetings staff and the applicant discuss submittal requirements and procedures to ensure that everyone in the process has a full understanding of what is expected of them.

All application packets contain required submittal checklists and a procedures page that outlines the process.

The Planning and Zoning Commission meets the third Wednesday of each month. Items from the DRC requiring P&Z approval or recommendations are scheduled for this meeting. The Commission will approve, deny, approve with recommendations or postpone action on an item to be provided additional information. Items requiring P&Z approval take 6 ½ weeks to process.

The City Council meets the first and third Tuesday of each month. Items requiring City Council approval following the P&Z meeting are scheduled for the first available meeting. If no advertising is required, the item is typically scheduled for the next meeting. If advertising is required, the item will be scheduled no later than the second meeting following P&Z. Time frames vary based upon application type due to advertising. Items requiring one hearing at City Council are in process approximately 8-10 weeks. Items requiring two hearings require 10-12 weeks.



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The general processes for various types of development approvals are as follows:

1. Rezoning (Chapter III City of Mount Dora Land Development Code)

A rezoning is a process that allows property owners to change their zoning from one classification to another. For example if you had a residentially zoned property and wanted to use it for commercial purposes, a rezoning would be required. City Council approval is required with two hearings – 10-12 weeks

2. Subdivisions (Chapter IV City of Mount Dora Land Development Code) Subdividing a property is a three step process as outlined in the code. However, these three steps can be combined into one or two steps at an applicant's request. A full subdivision review is required for projects containing four or more residential lots or three or more commercial lots.

a. *Development plan.*

The development plan is a general plan that does not require engineering. Typically they consist of a survey and a lot layout showing that the minimum lot size can be met. It is extremely rare that a development plan is submitted as a stand alone application. It is almost always submitted in conjunction with a preliminary plat. Planning and Zoning commission approval is required – 6 ½ weeks.

b. *Preliminary plat.*

The preliminary plat contains the basic aspects of the development plan with preliminary engineering issues addressed. Storm water, potable water, sanitary sewer, street layout, sidewalk size and location, etc. are commonly included in this phase of review. City Council approval is required with one hearing – 8-10 weeks.

c. *Final plat.*

Final plat review consists of reviewing construction plans for the subdivision along with a recordable plat. This is the final administrative review prior to site development permitting. Development Review Committee approval is required – 3 ½ weeks. When approved, the plat is presented to the P&Z Chair and Mayor for signature. At this time, the Mayor has the ability to call for a public hearing on the final plat. If this occurs, the process can be extended to 5-7 weeks. This additional review has never occurred.

d. *Minor subdivision.*

Where property abuts an existing dedicated public right-of-way of at least 50 feet in width, and no new improvements for water, sewer or drainage are required; and where the proposed subdivision contains two or fewer commercial lots having common access to existing public roads, or three or fewer residential lots, the City may waive conceptual or development plans and permit the final plans and plat to be presented to the City Council for approval, approval with conditions or disapproval. For resubdivision of lots of record pursuant to subsection 4.3.9, the

50-foot right-of-way width test will be considered as having been met if, without changing access, the property being resubdivided has access to a 50-foot wide right-of-way. This section gives the city the right to waive conceptual and development plans to allow submittal of final plans and plat. The City has always

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granted the waiver to proceed to final platting. DRC and City Council approval are required for these applications - 5-7 weeks.

### 3. Site plans (Chapter V City of Mount Dora Land Development Code)

Site plan review is required for:

1. Projects involving land development without structures, such as parking lots.
2. Projects involving new construction, the alteration or conversion of any existing structure into an office, commercial, industrial, institutional or multifamily residential facility which involves a change where there is a need for upgrading of the site through parking requirements, drainage improvements, fire flow, etc.
3. Public buildings and facilities and private utility buildings and facilities.
4. Any developments permitted under conditional uses.

Exempt from site plan review are:

- a. Single-family and duplex dwelling units or minor appurtenances thereto, such as private swimming pools, fences, etc.
- b. Agricultural production practices which include fencing, drainage, irrigation and other agricultural uses and structures which do not conflict with city ordinances.

Site plan submittals require full sets of engineered construction plans, drainage calculations, water and sewer calculations, traffic Impact analysis, landscape plans, etc.

Minor site plan review is required for additions to existing structures if the additions are less than 50 percent of the total square footage of the existing structures, for changes in use without addition to existing structures but require other site improvements, and for conditional uses on currently developed land so long as the conditional use does not require additions to the structure in excess of 50 percent of the total square footage of the existing structure. Submittal requirements are more flexible with minor site plan reviews. Typically, we will look for storm water calculations, landscape plans, and engineered construction plans for new improvements. Requirements vary depending upon the site. These issues are discussed and agreed upon at a pre-application conference.

Site plans are approved by the Planning and Zoning Commission after DRC review – 6 ½ weeks.

### 4. Planned unit developments (Subsection 3.4.5 City of Mount Dora Land Development Code)

A Planned Unit Development (PUD) is a zoning that allows the City and applicant to negotiate development standards and create trade offs with the goal being a higher quality more efficiently designed development. All standards that are required by the Land Development Code are negotiable. A PUD is a two stage process consisting of preliminary and final development plan. As with the subdivision regulations, these two processes can be combined into one at the owners' request.

- a. *Preliminary development plan.*

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The preliminary plan is a concept plan with a level of detail that allows the City to ascertain which standards deviate from code requirements. These are compiled and reported to the P&Z for recommendations. Staff and P&Z recommendations are forwarded to City Council for final approvals. City Council approval is required with one hearing – 8-10 weeks.

b. *Final development plan.*

The final development plan refines and provides additional detail to the preliminary development plan and incorporates conditions required by the City Council. These requirements are incorporated into an ordinance and adopted by the Council after DRC and P&Z review. City Council approval is required with two hearings – 10-12 weeks.

5. Conditional uses (subsection 2.6.1 City of Mount Dora Land Development Code):

A conditional use permit is required for uses that are determined to be potentially inconsistent but possibly not harmful to the other uses allowed within the zoning district provided certain conditions are met. Examples of conditional uses in residential zones include churches, day care centers, adult living facilities, schools, etc. Each district has a list of permitted and conditional uses. Conditional uses are evaluated under a separate set of criteria that are in addition to standard requirements. These are as follows:

The Planning and Zoning Commission shall hear and decide requests for conditional uses allowed in Chapter III, hereof. In doing so, the Commission may decide such questions as are involved in determining when conditional uses should be granted and either grant conditional uses with appropriate conditions and safeguards or deny conditional uses. After review of an application and a public hearing thereon, the Commission may allow conditional uses only upon a determination that the use requested:

- a. Is not detrimental to the character of the area or inconsistent with trends of development in the area;
- b. Does not have an unduly adverse effect on existing traffic patterns, movements and intensity;
- c. Is consistent with the comprehensive plan; and
- d. Will not adversely affect the public interest.

Conditional uses may be combined with site plan reviews and variances to expedite the process. Conditional uses are approved by the Planning and Zoning Commission after DRC review – 6 ½ weeks.

6. Variances (section 2.5 City of Mount Dora Land Development Code)

Variances are deviations in the code requirements that an applicant feels is required to make a site work. Variances are typically requested for setback, parking, signage or landscape requirements.

The Land Development Code states that the P&Z hears and decides requests for variances from the terms of the zoning regulations where, owing to special conditions, a literal enforcement of the provisions will result in unnecessary and undue hardship upon,

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and personal to, the applicant therefore, and not surrounding properties. In order to authorize a variance, the commission must find:

- a. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district; such on-site conditions may include, but are not limited to, topography, preservation of vegetation, access, vehicular and pedestrian safety and preservation of scenic views;
- b. That the special conditions and circumstances do not result from the actions of the applicant;
- c. That granting the variance requested will not confer on the applicant any special privilege that is denied by the chapter to other lands, buildings or structures in the same zoning district;
- d. That literal interpretation of the provisions would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the chapter and would work [incur] unnecessary and undue hardship on the applicant;
- e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure;
- f. That the grant of the variance will be in harmony with the general intent and purpose of this code and the comprehensive plan, will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and
- g. The granting of the variance will not be detrimental to the property or improvements in the area in which the property is located.

In granting any variance, the commission may prescribe appropriate conditions and safeguards, the violation of which shall be deemed a violation of this code. The commission may also prescribe a reasonable time limit within which the action for which the variance was requested shall be begun, completed or both.

Under no circumstances shall the commission grant a variance which permits a use not generally, or by conditional use, permitted in the zoning district involved, or any use expressly or by implication prohibited, by the terms of this code in the zoning district involved. Nonconforming uses of neighboring lands, structures or buildings in the same zoning classifications or district, and permitted uses of lands, structures or buildings in other zoning classifications or districts shall not be considered grounds for the authorization of a variance.

Variances can be presented with a site plan or independent of a site plan based upon the desire of the applicant. Variances are approved by the Planning and Zoning Commission after DRC review – 6 ½ weeks.

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### 2. Building Permit Process

The building permit process is designed to provide a fair, unbiased, thorough and expeditious review of all permits. The process is as follows:

1. Submit a completed permit application package.
2. Permit Technician shall verify the information and input the permit application into the permitting software.
3. Permit Technician shall route the package to the applicable Department/Division for review (Zoning, Historic, Public Works or Building & Fire Prevention Construction Services)
4. The applicable Department/Division (Zoning, Historic, Public Works, or Building/Fire) will return the application package with their comments to the Permit Technician.
  - a. If the application package has been found to be code compliant the Permit Technician will forward the application package to the next applicable Department/Division (Zoning, Historic, Public Works, or Building/Fire)
  - b. If the application package has been found deficient, a correction notice will be prepared and sent to the contactor, designer, owner. (And the results will be entered into the permitting software) and returned to the Permit Technician.

The application package then is placed on hold awaiting resubmittal of the corrections.

When it is resubmitted to the Permit Technician the package is re-routed to the Department/Division that issued the correction notice, (step 3) and proceeds through the process.

5. After all applicable Department/Division (Zoning, Historic, Public Works, or Building & Fire Prevention Construction Services) have found the project to be Code Compliant, the Permit Technician will proceed with the final preparations to issue the permit. (Finalizing the package, verifying any missing information has been furnished, input all remaining fees and call for pick up.
6. Permit is issued.
7. If any changes are made to the project during construction a revised plan will be required. The Revised plan and a completed revision form will be required to be submitted starting with step 2 above.

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**Definition:** “Working Days” refers to the days the Building Department is open, not including weekends or Holidays

### **Permitting Performance Measure**

#### Performance:

Applications taken in shall be entered into the computer and routed for review within 1 working day.

#### Effectiveness:

The department shall achieve 90% of the measure in the time frame set.

### **Inspection Performance Measures**

#### Performance:

Inspections scheduled prior to midnight shall be inspected on the next working day.

#### Effectiveness:

The department shall achieve 95% of the measure in the time frame set.

### **Building/Fire Plan Review Performance Measure**

The 1 day for processing the applications and 1 day for processing the permit for issuance is not included in the plan review performance measure.

The time spent in review by other Departments/Division is not included in the Plan Review performance measure.

#### Performance:

#### **Permit Type**

|                              | <b>1<sup>st</sup> review</b> |
|------------------------------|------------------------------|
| New Commercial Construction  | 15 Days                      |
| New Residential Construction | 15 Days                      |
| Commercial Addition          | 10 Days                      |
| Residential Addition         | 10 Days                      |
| Commercial Alterations       | 10 Days                      |
| Residential Alterations      | 10 Days                      |
| New Fire System              | 7 Days                       |

#### **Resubmitted**

|                              | <b>2<sup>nd</sup> &amp; each subsequent review</b> |
|------------------------------|----------------------------------------------------|
| New Commercial Construction  | 10 Days                                            |
| New Residential Construction | 10 Days                                            |
| Commercial Addition          | 10 Days                                            |
| Residential Addition         | 7 Days                                             |
| Commercial Alterations       | 7 Days                                             |
| Residential Alterations      | 7 Days                                             |

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### **Stand alone Permits**

Replacement Fire System  
All others not listed above

### **1<sup>st</sup> & each subsequent review**

5 Days  
5 Days

In an effort to assist with other local governmental agencies and community improvement of affordable housing projects the following time frames have been established for affordable housing providers as outlined in the Land Development Code.

Habitat for Humanity  
Affordable Housing Rehab projects

10 Days  
5 Days

### Effectiveness:

Building & Fire Prevention Construction Services shall review 90% of plans within the time measure.

### **Certificate of Completion or Certificate of Occupancy Performance Measure** Performance:

When the project has received an approved Final Inspection and any as-builts, fees, missing documentation, or approvals from other Departments/Divisions have been submitted, the Certificate of Completion or Certificate of Occupancy will be issued within 2 working days.

### Effectiveness:

Building & Fire Prevention Construction Services will issue 95% of the appropriate Certificate of Completion or Certificate of Occupancy within the time measure.

### **3. Commercial Building Inspection Process**

The building inspection process is mandated by Florida Statute and contained in the Florida Building Code.

### **Temporary electrical power pole inspection.** (Can be preformed any time)

Inspection is preformed after temporary pole is installed and prior to power being turned on. (If applicable)

The following inspections (if required) shall be performed in this order and the next inspection in the order cannot be preformed until the previous inspection has passed.

**Footer Inspection:** To be preformed prior to concrete placement with all of the required forms, reinforcement, and vertical reinforcement in place. (If applicable)

**1<sup>st</sup> Rough Plumbing:** The underground plumbing potable water and sanitary piping.

Inspection to be performed with all trenches open and all piping in place.

(Including the required pressure on the water pipes and the 5' head test for the sanitary piping)

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**Underground Electrical inspection:** Any underground/underslab electrical conduit, wiring or required grounding to the foundation steel inspected prior to or in conjunction with the slab inspection.

**Stem Wall/Filled Cell Inspection:** To be performed after the block walls are erected and the reinforcement is in place and prior to pouring the block. (If applicable)

**Mono Foundation/Slab Inspection:** To be performed prior to concrete placement with all of the required forms, reinforcement, termite treatment, moisture barrier, vertical reinforcement, and mesh in place. (a field copy of the ESV form filled in by the surveyor shall be on site for this inspection to be approved)

**Lintel/Tie-Beam Inspection:** To be performed after the block walls are erected and the reinforcement is in place and prior to pouring the lintels/ tie-beam. (If applicable)

**Tug Inspection:** Temporary Under Ground power: Inspection is performed after lintel is poured and TUG is installed and prior to power being turned on. (If applicable)

**Sheathing Inspection:** Inspection of the roof/wall sheathing prior to covering. Inspector will inspect the roof deck fastening prior to the Dry-in or shall perform random (Spot check) inspection of 3 or more areas of the roof by removing the felt in that area, and a check from below for loose decking/shiners. **If any areas are not in compliance the dry-in shall be removed, the deck re-fastened and re-inspected prior to re-dry-in.** (Can be combined with Partial Framing/Strapping Inspection. (If applicable)

**Dry-in Inspection:** All dry-in material is in place, lapped 2" minimum and nailed off with button-caps, simplex nails, or tin tabs. (If applicable)

**Partial Framing/Strapping Inspection:** Inspection for any connectors or framing to be covered to complete the structural framing. (If needed)

**Filled Cell Inspection:** checking the filled cells in masonry construction prior to the final covering installation on the exterior. (Does not apply to wood frame construction) (Can be done in conjunction with a framing, lath, or insulation Inspection.)

**Mechanical Rough Inspection:** Inspection for the ductwork, dampers, and any mechanical vents above the floor/slab level, concealed within the walls/attic area. Inspection to be done prior to or in conjunction with Framing Inspection.

**2nd Rough Plumbing Inspection:** Inspection of all plumbing piping above the floor/slab level, concealed within the walls/attic area. Inspection to be done prior to or in conjunction with Framing Inspection



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**Sewer Inspection:** Inspection of the sanitary piping from the structure to the street tie-in or to the septic tank, prior to covering the sanitary piping. (Can be done any time after slab and before final plumbing inspections.)

**Wall Rough Electrical Inspection:** Inspection of the electrical system above the floor/slab level, to be concealed within the walls area. Inspection to be done prior to or in conjunction with Framing Inspection

**Ceiling Rough Electrical Inspection:** Inspection of the electrical system above the floor/slab level, to be concealed within the attic area. Inspection to be done prior to or in conjunction with Framing Inspection

**Gas Rough Inspection:** Inspection of all gas piping above the floor/slab level, concealed within the walls/attic area (Including the pressure test). Inspection to be done prior to or in conjunction with Framing Inspection. (If applicable)

**Framing Inspection:** Inspection of all the framed elements of the structure, anchors and anchoring, walls, trusses, bracing, connections and connectors, door and window installation, cutting and notching of structural elements, fire blocking, etc. Inspection to be done prior to installation of insulation material

**Flashing Inspection:** All drip edge is in place (Nailed off 12" on center minimum and lapped piece to piece a minimum of 2") All valley material is in place. All other flashings that will be concealed by the shingle application shall be in place, and shall be fastened 12" OC with a minimum overlap of 4" (Wall "L" flashing, etc.) (If applicable)

**In-Progress Roofing Inspection:** Inspection of low slope roofing during application, to avoid leaving the interior exposed to the weather any longer than needed. (If applicable)

**Lath Inspection:** Inspection of underlayment, lath material, stucco stops, expansion joints, corners, joints, and fasteners prior to installation of stucco. (Can be done in conjunction with the Insulation inspection.) (If applicable)

**Insulation Inspection:** Inspection of the type, R-value, installation of the insulation products. Prior to installation of the interior wall covering. (Can be done in conjunction with the Lath inspection.) *Insulation inspection will not be approved if the watertight portion of the permanent roof covering has not been installed. (Shingles, metal, or watertight roofing membrane.)*

**Drywall Inspection:** Inspection of the type and attachment of interior wall covering. (Prior to covering any fasteners or installation of any finish or coatings)

**Firewall Inspection:** Inspection of the fire rated assembly each layer Inspection of the type and attachment of interior wall covering. (Prior to covering any fasteners or installation of any finish or coatings)

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**Sidewalk:** Inspection of the sidewalk specified on the reviewed site plan, size thickness and location. (Prior to concrete placement)

**Pre-Power Inspection:** Inspection to hook up permanent electrical power. (For the pre-power inspection the electrical system shall be completed with all devices installed or safely terminated and blanked off, and all permanent electrically powered equipment installed. (Water heater, HVAC units, built in appliances, etc.)

**Above Ceiling Mechanical Inspection:** Inspection of the HVAC system, exhaust vents and ductwork prior to installing the permanent ceiling or the drop ceiling. (If applicable)

**Above Ceiling Plumbing Inspection:** Inspection of the plumbing system, prior to installing the permanent ceiling or the drop ceiling. (If applicable)

**Above Ceiling Building Inspection:** Inspection of the Fire rated assembly, and any penetrations through the wall/ ceiling prior to installing the permanent ceiling or the drop ceiling. (If applicable)

**Plumbing Final:** Inspection of the finished plumbing system. All fixtures installed and in working order or capped off in the case of future installations. Inspection of the required water resistive wall and floor coverings. (Bathrooms, etc)

**Mechanical Final:** Inspection of the finished mechanical system. All components for the system installed; units, registers, dampers, smoke detectors/fan shut downs, condensate drains, access and working areas. (Attic notice if applicable)

**Gas Final:** Inspection of the gas system including pressure test (if not done with gas rough) attachment to all appliances or properly capped in the case of future installations.

**Electrical Final:** Inspection of the finished electrical system, including checking of all wiring, grounding GFCI, Arc-Fault, and smoke detectors. (The power shall be on for a Final Electrical inspection)

**Roofing Final:** All roofing work is complete. Inspection can be done in conjunction with Insulation Inspection.

**Final Fire Inspection:** Inspection of the Life-Safety aspects of the facility. Not to be preformed before fire protection system final inspections and acceptance. (If applicable)

**Building Final:** Inspection of the finished structure including life safety features and any components installed after previous inspections. (Garage doors, blown in insulation, etc)

**Certificate of Occupancy:** Will not be issued until; all inspections have passed and the following information is on file with the Building & Fire Prevention Construction Services: Approved site inspection. Acceptance by all other City Departments, Proof of

## ATTACHMENT #1

payment of all fees, current Notice of Commencement, final termite treatment certificate, final Elevation Certificate (if applicable).

After all information is turned in, fees paid, and all inspections passed the Building and Fire Prevention Construction Services Division shall have 2 business days to process the Certificate of Occupancy

# Impact Fees

# ATTACHMENT #1

## 1. Impact Fees

Over the past 25 years, impact fees have become an integral part of local government infrastructure financing. As an offspring of the negotiated exaction and the fee-in-lieu of land dedication, impact fees have done more to change our approach to paying for public facilities than any other single financing technique. Because of them, the phrase "growth should pay its own way" is now part of our national vocabulary.

Impact fees come in many forms and flavors. They first appeared in the 1950s and 1960s as capital recovery fees for the funding of water and wastewater facilities. With the decline of Federal and State grants to local governments and the ascension of the anti-tax revolution in the late 1970s, their use was expanded to several non-utility facilities, such as roads, parks and schools. It was not until the 1980s, however, that impact fees began being universally used for a broader array of municipal facilities, such as fire, police and libraries.

After a series of court cases in Florida, California and Utah validated their usage in the early 1980s, impact fees quickly spread throughout the south and west. These cases collectively set forth the "rational nexus" legal doctrine, which established a regulatory road map for the drafting of impact fees at the local level.

An impact fee is a charge on new development to pay for the construction or expansion of off-site capital improvements that are necessitated by and benefit the new development. According to recent national surveys, about 60 percent of all cities with over 25,000 residents and almost 40 percent of all metropolitan counties use some form of impact fees. In California and Florida, the extent of cities and counties using impact fees is at 90 and 83 percent, respectively. Impact fees must meet the "rational nexus" and "rough proportionality" tests. First, there must be a reasonable connection between the "need" for additional facilities and new development. Second, it must be shown that the fee payer will "benefit" in some way from the fee. And third, calculation of the fee must be based on a proportionate "fair share" formula. Impact fees are authorized through the police power; not the taxing power. They are part of the development approval process. Requiring an impact fee to provide adequate public facilities is similar to meeting site planning and zoning requirements.

The City has impact fees for water, sewer, police, fire, library and parks. The city also collects county imposed impact fees for roads and schools. Commercial development does not pay library, parks or school impact fees because there is no rational nexus between the provision of these services and the impact of commercial development.

Impact fees are assessed for all new construction. In terms of redevelopment, impact fees are not charged unless the redevelopment results in a greater impact to the respective systems. For instance a 2000 square foot addition to a restaurant would require the payment of additional impact fees based upon increased water and sewer use for the additional patrons the expanded area could support. With the expansion there is also a

## ATTACHMENT #1

link between police fire and road impacts with the increased usage. Impact fees are paid only for the expanded use.

Changes of use within an existing building are not charged impact fees unless the new use is more intense than the previous use. This would be the case if an office converted to a restaurant. In this case there would be impact fees due in all categories. However, the impact fees for the existing use are credited resulting in a discounted fee. As similar uses occupy the same space, no impact fees are charged. For example if a retail bed and bath store changed to a hardware store, there would be no impact fees due. Similarly if a bank were to change to an insurance office no impact fees would be due.

In terms of reducing impact fees as an incentive to new development, alternatives do exist. However, impact fees cannot be waived. If an impact fee is reduced a different funding source must be identified.

The current impact fee schedule is provided below:

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## **Water Impact Fees:**

NOTE: For all establishments not listed in the following table, the total equivalent residential unit (ERU) value shall be determined by multiplying the number of fixture units, as published in the Florida Plumbing Code by twenty-five (25) and then dividing the numerator by 300 GPD / ERU, then multiplying by \$2,062.00 if you are inside the City or \$2,577.50 if you are outside the City.

$$\text{Total ERU Value} = \frac{\text{Number of Fixture Units} \times 25}{300}$$

For example, the chart indicates a kitchen sink has a fixture unit of 2. Simply take the 2 multiply it by 25 then divide it by 300 then multiply by \$2,062.00 if you are inside the City and \$2,577.50 if you are outside the City, then you get your total fee:  $(2 \times 25 \times \$2,062.00) / 300$

| <u>Water Impact Fee</u>                                                          | <u>Unit</u> | <u>ERU Factor</u> | <u>GPD</u> | <u>Inside City</u> | <u>Outside City *</u> |
|----------------------------------------------------------------------------------|-------------|-------------------|------------|--------------------|-----------------------|
| Commercial rates based on                                                        |             |                   |            |                    |                       |
| <u>Residential</u>                                                               |             |                   |            |                    |                       |
| Single Family Residence                                                          | DU          | 1                 | 350        | \$2,062.00         | \$2,577.50            |
| *Inside City rate applies if the covenant to annex form is recorded & submitted. |             |                   |            |                    |                       |
| Duplex (1-2 Bedrooms)                                                            | DU          | 0.833             | 292        | \$1,717.65         | \$2,147.06            |
| Duplex (3+ Bedrooms)                                                             | DU          | 1                 | 350        | \$2,062.00         | \$2,577.50            |
| Multi Family (1-2 Bedrooms)                                                      | DU          | 0.833             | 292        | \$1,717.65         | \$2,147.06            |
| Multi Family (3+ Bedrooms)                                                       | DU          | 1                 | 350        | \$2,062.00         | \$2,577.50            |
| Mobile Home (1-2 Bedrooms)                                                       | DU          | 0.667             | 235        | \$1,375.35         | \$1,719.19            |
| Mobile Home (3+ Bedrooms)                                                        | DU          | 0.833             | 292        | \$1,717.65         | \$2,147.06            |

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## Sewer Impact Fees:

For all establishments not listed in the following table, the total equivalent residential unit (ERU) value shall be determined by multiplying the number of fixture units, as published in the Florida Plumbing Code by twenty-five (25), then dividing the numerator by 300 GPD / ERU, then multiplying by \$ 3,104.34 if you are inside the City or \$ 3,880.43 if you are outside the City.

$$\text{Total ERU Value} = \frac{\text{Number of Fixture Units} \times 25}{300}$$

For example, the fixture unit chart indicates a kitchen has a fixture unit value of 2. Simply take the 2 multiply it by 25 then divide it by 300, then multiply the result by \$ 3,104.34 if you are inside the City or \$ 3,880.43 if you are outside the City.

$$(2 \times 25 \times \$ 3,104.34) / 300$$

| <u>Sewer Impact Fees</u>                                                         | <u>Unit</u> | <u>ERU Factor</u> | <u>Inside City</u> | <u>Outside City *</u> |
|----------------------------------------------------------------------------------|-------------|-------------------|--------------------|-----------------------|
|                                                                                  |             |                   |                    |                       |
| <u>Residential</u>                                                               |             |                   |                    |                       |
| Single Family Residence                                                          | DU          | 1                 | \$3,104.34         | \$3,880.43            |
| *Inside City rate applies if the covenant to annex form is recorded & submitted. |             |                   |                    |                       |
| Duplex (1-2 Bedrooms)                                                            | DU          | 0.833             | \$2,585.92         | \$3,232.40            |
| Duplex (3+ Bedrooms)                                                             | DU          | 1                 | \$3,104.34         | \$3,880.43            |
| Multi Family (1-2 Bedrooms)                                                      | DU          | 0.833             | \$2,585.92         | \$3,232.40            |
| Multi Family (3+ Bedrooms)                                                       | DU          | 1                 | \$3,104.34         | \$3,880.43            |
| Mobile Home (1-2 Bedrooms)                                                       | DU          | 0.667             | \$2,070.59         | \$2,588.25            |
| Mobile Home (3+ Bedrooms)                                                        | DU          | 0.833             | \$2,585.92         | \$3,232.40            |



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## City Impact Fees:

| <u>Land Use<br/>Category</u> | <u>Unit<br/>Measure</u> | <u>Parks &amp;<br/>Recreation</u> | <u>Public<br/>Library</u> | <u>Police<br/>Protection</u> | <u>Fire /<br/>EMS</u> | <u>Total</u> |
|------------------------------|-------------------------|-----------------------------------|---------------------------|------------------------------|-----------------------|--------------|
| Residential                  |                         |                                   |                           |                              |                       |              |
| Single-Family                | Per DU                  | \$2,500.41                        | \$1,331.12                | \$265.19                     | \$394.26              | \$4,490.98   |
| Multi-Family                 | Per DU                  | \$1,254.75                        | \$667.98                  | \$689.49                     | \$203.10              | \$2,815.32   |
| Non-Residential              |                         |                                   |                           |                              |                       |              |
| Commercial                   | Per 1000 Sq<br>Ft       |                                   |                           | \$917.56                     | \$334.52              | \$1,252.08   |
| Office                       | Per 1000 Sq<br>Ft       |                                   |                           | \$63.64                      | \$310.62              | \$374.26     |
| Institutional                | Per 1000 Sq<br>Ft       |                                   |                           | \$63.64                      | \$2,019.08            | \$2,082.72   |
| Industrial                   | Per 1000 Sq<br>Ft       |                                   |                           | \$213.92                     | \$71.68               | \$285.60     |
| Warehouse                    | Per 1000 Sq<br>Ft       |                                   |                           | \$228.06                     | \$23.65               | \$251.71     |

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## Lake County Impact Fees:

### Lake County Commercial Impact Fee Schedule

| Land Use<br>Code | Land Use                               | Transportation |          |
|------------------|----------------------------------------|----------------|----------|
|                  |                                        | Unit           | Rate     |
| Lodging:         |                                        |                |          |
| 310              | Hotel                                  | room           | \$1,446  |
| 320              | Motel / Bed and Breakfast              | room           | \$ 774   |
| 416              | Campground / RV Park                   | space          | \$ 536   |
| 252              | ACLF                                   | du             | \$ 309   |
| Recreational:    |                                        |                |          |
| 412              | General Recreation / County Park       | acre           | \$ 388   |
| 420              | Marina                                 | slip           | \$ 668   |
| 430              | Golf Course                            | hole           | \$,594   |
| 473              | Amusement & Recreation Services        | 1,000 sf       | \$25,880 |
| 492              | Racquet Club/Health Spa                | 1,000 sf       | \$3,303  |
| 494              | Bowling Center                         | 1,000 sf       | \$6,286  |
| N/A              | Dance Studio                           | 1,000 sf       | \$3,303  |
| 495              | Community Recreation Center            | 1,000 sf       | \$3,895  |
| N/A              | Horse Training                         | acre           | \$964    |
| Institutional:   |                                        |                |          |
| 520              | School (Elementary)                    | student        | \$180    |
| 522              | Middle School                          | student        | \$287    |
| 530              | School (High)                          | student        | \$355    |
| 550              | School (College)                       | student        | \$552    |
| 540              | Junior College                         | student        | \$357    |
| 560              | Church / Religious Organization        | 1,000 sf       | \$1,322  |
| 565              | Day Care Center                        | 1,000 sf       | \$4,507  |
| 566              | Cemetery                               | acre           | \$1,073  |
| 590              | Library                                | 1,000 sf       | \$4,265  |
| 610              | Hospital                               | 1,000 sf       | \$2,444  |
| 620              | Nursing Home                           | bed            | \$242    |
| 730              | Government Office Building - Municipal | 1,000 sf       | \$4,304  |
| 733              | Government Office Building - County    | 1,000 sf       | \$8,711  |
| N/A              | Fire Station                           | 1,000 sf       | \$2,494  |
| Office:          |                                        |                |          |
| 710              | Office under 10,000GSF                 | 1,000 sf       | \$4,452  |
| 710              | Office 10,001 GSF to 30,000 GSF        | 1,000 sf       | \$3,790  |
| 710              | Office 30,001 GSF to 100,000 GSF       | 1,000 sf       | \$2,883  |
| 710              | Office 100,001 GSF to 400,000 GSF      | 1,000 sf       | \$2,110  |

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|                            |                                 |          |         |
|----------------------------|---------------------------------|----------|---------|
| 710                        | Office greater than 400,000 GSF | 1,000 sf | \$1,722 |
| 715                        | Single Tenant Office Building   | 1,000 sf | \$2,275 |
| 720                        | Medical Office                  | 1,000 sf | \$6,717 |
| 750                        | Office Park                     | 1,000 sf | \$2,123 |
| 760                        | Research Center                 | 1,000 sf | \$1,508 |
| 770                        | Business Park                   | 1,000 sf | \$2,373 |
| <b>General Commercial:</b> |                                 |          |         |
| 820                        | Under 50,000 GSF                | 1,000 sf | \$2,816 |
| 820                        | 50,000 to 200,000 GSF           | 1,000 sf | \$2,177 |
| 820                        | 200,001 to 600,000 GSF          | 1,000 sf | \$2,171 |
| 820                        | Greater than 600,000 GSF        | 1,000 sf | \$2,385 |

Updated 10/13/06

## Lake County Commercial Impact Fee Schedule

| Land Use Code | Land Use                                          | Transportation |          |
|---------------|---------------------------------------------------|----------------|----------|
|               |                                                   | Unit           | Rate     |
|               | <b>Retail / Services:</b>                         |                |          |
| 444           | Movie Theater w/ Matinee                          | screen         | \$11,552 |
| 812           | Bulding Materials and Lumber Store                | 1,000 sf       | \$5,930  |
| 813           | Discount Superstore ( greater than 120,000 sf)    | 1,000 sf       | \$2,969  |
| 814           | Speciality Retail                                 | 1,000 sf       | \$3,553  |
| 815           | Discount Superstore (less or equal to 120,000 sf) | 1,000 sf       | \$3,580  |
| 816           | Hardware / Paint Store                            | 1,000 sf       | \$9,939  |
| 818           | Wholesale Nursery                                 | acre           | \$858    |
| 831           | Quality Restaurant                                | 1,000 sf       | \$8,731  |
| 832           | High Turnover Restaurant                          | 1,000 sf       | \$11,422 |
| 834           | Fast Food Restaurant/W drive Thru                 | 1,000 sf       | \$17,706 |
| 836           | Bar / Lounge / Drinking Place                     | 1,000 sf       | \$11,422 |
| 837           | Quick Lube                                        | bay            | \$3,884  |
| 840           | Auto Repair                                       | 1,000 sf       | \$4,010  |
| 841           | New and Used Auto Sales                           | 1,000 sf       | \$5,742  |
| 844           | Service Station                                   | fuel position  | \$2,080  |
| 847           | Car Wash                                          | 1,000 sf       | \$5,973  |
| 850           | Supermarket                                       | 1,000 sf       | \$4,952  |
| 853           | Convenience Market w/gas                          | 1,000 sf       | \$14,834 |
| 862           | Home Improvement Superstore                       | 1,000 sf       | \$4,034  |
| 881           | Pharmacy/Drugstore                                | 1,000 sf       | \$3,915  |
| 890           | Furniture Store                                   | 1,000 sf       | \$704    |
| 911           | Bank                                              | 1,000 sf       | \$8,202  |
| 912           | Bank w/Drive-Thru                                 | 1,000 sf       | \$12,207 |
| N/A           | Convenience Mkt. w/gas, fast food and car wash    | 1,000 sf       | \$32,865 |
| N/A           | Stand-Alone Meeting Facility w/ Catering          | 1,000 sf       | \$3,368  |

# ATTACHMENT #1

|                    |                          |          |         |
|--------------------|--------------------------|----------|---------|
| N/A                | Veterinary Clinic        | 1,000 sf | \$1,788 |
| <b>Industrial:</b> |                          |          |         |
| 110                | General Light Industrial | 1,000 sf | \$2,157 |
| 120                | General Heavy Industrial | 1,000 sf | \$464   |
| 130                | Industrial Park          | 1,000 sf | \$2,084 |
| 140                | Manufacturing            | 1,000 sf | \$1,182 |
| 150                | Warehouse                | 1,000 sf | \$1,535 |
| 151                | Mini-Warehouse           | 1,000 sf | \$290   |
| 152                | High Cube Warehouse      | 1,000 sf | \$535   |
| N/A                | Airport Hanger           | 1,000 sf | \$1,535 |
| 170                | Utilities Building       | 1,000 sf | \$1,684 |

**Notes:**

N/A - Does not have an ITE Land Use Code

du = dwelling unit

sf = square feet

# Business Incentives

# ATTACHMENT #1

## **1. Downtown Community Redevelopment Agency**

One of the statutory functions of a Community Redevelopment Agency (CRA) is to undertake activities that facilitate the redevelopment of property. One of the basic activities is to create Development Incentive Programs that encourage investment by property owners. Although there has been investment into many properties in the CRA district, there are a number of properties where this has not occurred. In fact, a few properties exhibit evidence of a long-term lack of investment. The properties that have the opportunity to be redeveloped can be classified as either undeveloped or underutilized.

The objectives of the Development Incentive Program include:

1. Adding commercial space, renovating/improving existing commercial space;
2. Attracting targeted businesses identified by Market Study; and,
3. Improving the appearance of properties.

Eligible applicants include property owners and business operators. Following are the procedures and requirements of the program.

### 1. Development Incentives

The CRA may reimburse approved applicants for all or a portion of development fees and utility costs as listed below:

- Site Plan, conditional use, and other zoning or subdivision application fees;
- Building and Sign Permit Fees, incl. administrative fees;
- Impact Fees – Mount Dora and Lake County;
- Meter Fees – Water and Electric;
- Improvements to utilities in the right-of-way required by the City.

The Board may approve a maximum incentive of \$25,000. The reimbursement will be made after a certificate of occupancy is approved for the building.

### 2. Eligibility Requirements for Development Incentives

#### Types of Properties

It is the intent of this program to focus on those properties most in need of redevelopment. These properties can be classified as undeveloped and underutilized properties

Undeveloped properties are vacant land.

Underutilized properties include:

- Deteriorating & functionally obsolete buildings
- Residential buildings on commercially or industrially zoned land
- Buildings needing additional space and/or renovation

## ATTACHMENT #1

A survey of the CRA business districts revealed that Highland Street has a higher concentration of properties that can be categorized as undeveloped or underutilized. Therefore, the Highland Street Business Corridor is the priority area of this program.

### Location

All properties that are within the CRA district zoned C-2 Downtown Commercial, C-2A Peripheral Commercial, RP Residential Professional or M-1 Industrial within the CRA district are eligible for this program.

### Construction

Eligible construction includes new commercial or industrial buildings and additions to existing commercial or industrial buildings as allowed by the applicable zoning district.

### 3. Types of Businesses

It is the intent of this program to encourage the diversification of business types in the CRA district. The proposed business must be compatible with the character of and meet the needs of the business district and City as determined by the CRA Advisory Committee and Board. A list of targeted business is attached.

### 4. Evaluation Criteria

In addition to what is listed in Items 2, 3, and 5, the following factors will be considered in the awarding of a development incentive grant

1. Net financial benefit to the CRA;
2. The benefit of the proposed businesses to the City;
3. The financial feasibility of the project; and,
4. The development and/or business experience of the applicant.

The use and development of the property must meet the land development code and zoning requirements.

### 5. Required Submittals

The amount of information needed for the following items is dependent on the size and nature of the project.

# ATTACHMENT #1

## Project Information

1. Elevations of building showing proposed design features
2. Conceptual Floor plan of building
3. Conceptual Site Plan
4. Proposed use(s) of building
5. Estimated cost and source of funding for the construction of the building
6. Market study or other information documenting need for business

## Financial Information

1. Pro Forma – Business Plan, including sales projections
2. Proposed number of employees in the new business

## Applicant Information

1. Name, address, contact information
2. Information on development and business experience of the applicant

### 6. Approval Process

1. Applicant submits required submittals as specified in Item 5 to CRA staff in Planning & Development Department.
2. Development and building permit costs are estimated to determine potential incentive amount.
3. CRA Advisory Committee reviews incentive applications and makes recommendations to the CRA Board.
4. The CRA Board takes actions on Advisory Committee recommendations.
5. Applicant proceeds through site plan and building permit processes.
6. Applicant develops site and constructs building.
7. Building Official issues Certificate of Occupancy upon completion of building or improvement.
8. CRA distributes incentive grant.

## **2. Northeast Community Redevelopment Agency**

The Mount Dora Northeast Community Redevelopment Agency (NECRA) has established an Incentive Program for the redevelopment of commercial property in the Grandview Business District. The program was created to stimulate investment into the business area and bring businesses and employment opportunities into the neighborhood.

### 1. Development Incentives, Eligibility, Evaluation

#### A. Development Incentives

The NECRA will reimburse approved applicants all or a portion of development fees as listed below:

- Site Plan, conditional use, and other zoning or subdivision application fees
- Building and Sign Permit Fees, incl. Administrative fees
- Impact Fees – Mount Dora and Lake County
- Meter Fees – Water and Electric



# ATTACHMENT #1

- Off site City utility improvements

The Board may approve a maximum incentive of \$15,000. The reimbursement will be made after a certificate of occupancy is approved for the building.

## B. Eligibility Requirements for Development Incentives

|                         |                                                                                                                              |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Location                | Eligible properties are those zoned C-1 with frontage on Grandview Street north of Lincoln Avenue and south of Grant Avenue. |
| Construction Activities | New commercial buildings and additions to or remodeling of existing commercial buildings.                                    |

Types of Businesses The use and development of the property must meet the land development code and zoning requirements and be compatible with and meet the needs of the neighborhood as determined by the NECRA

## C. Evaluation Criteria

Awarding of incentives will be based on:

1. Net financial benefit to the NECRA;
2. The benefit of the proposed business(es) to the neighborhood
3. The financial feasibility of the project; and,
4. The development and business experience of the applicant

## D. Required Submittals & Approval Process

### Required Submittals

1. Elevations of building showing proposed design features
2. Conceptual Floor plan of building
3. Conceptual Site Plan
4. Proposed uses(s) of building
5. Estimate cost and source of funding for the construction of the building
6. Financial Information
7. Pro Forma – Business Plan
8. Proposed number of employees in new building
9. Applicant Information
10. Name, address, contact information
11. Information on development and business experience of the applicant

### E. Approval Process

1. Prior to filing for Commercial Site Plan approval, applicant submits above information to Planning & Development Department
2. Development and building permits costs are estimated to determine potential incentive amount
3. NECRA Advisory Committee and Board approve incentive amount
4. Applicant proceeds through site plan and building permit processes
5. Applicant develops site and constructs building
6. Building Official issues Certificate of Occupancy upon completion of building
7. NECRA distributes incentive grant

# ATTACHMENT #1

## F. Summary of Grandview Street Zoning Requirements

**Zoning:** C-1 Neighborhood Commercial

**Setbacks:** Must be consistent with adjacent properties

**Permitted Uses:** Any small convenience retail or service business serving the neighborhood for example.

|            |             |            |                |
|------------|-------------|------------|----------------|
| Drug store | Shoe repair | Hardware   | Jewelry        |
| Florist    | Tailor      | Restaurant | Specialty Shop |

**Parking:** The C-1 district is a pedestrian oriented commercial district. Based on the level of pedestrian activity in the district, parking shall be provided based upon availability of land outside the applicable landscape buffer.

**Landscape/Buffer:** The required landscape buffer is 10'. It is planted with canopy trees (i.e. oaks), understory trees (i.e., crepe myrtles) and shrubbery. See Section 6.6 of the Mount Dora Land Development Code.

# Potential Discussion Items

# ATTACHMENT #1

## 1. Potential Discussion Items

The Committee requested that staff provide items that have been discussed during the development review process that may provide some guidance for future discussion. The items listed below are compiled based upon the Committee discussion, Council direction and staff experience.

### A. Highland Street Zoning

Over the last several months, the Downtown CRA and City Council have been focused on Highland Street as an area in need of assistance. Based upon this direction the Downtown CRA Advisory Committee held public meetings to receive input from Highland Street business and property owners regarding their issues in terms of business development on Highland Street. The focus of these meetings turned to the restrictions contained in the C-2A zoning District.

Almost the entire length of Highland Street within the CRA (5<sup>th</sup> Avenue to the City limits) is zoned C-2A. This is a zoning district that provides some degree of flexibility in terms of parking, landscaping and setbacks.

1. Parking is required on site but as opposed to the City's traditional commercial districts, up to 10 parking spaces can be constructed of impervious surfaces (mulch or stone). This was increased from the previous allowance of six spaces as an amendment to the district requirements in 2000. The allowance of pervious parking reduces the volume of storm water required to be treated.
2. Front and side yard setbacks can be averaged based upon existing nearby and surrounding buildings. Under this provision, if adjacent or nearby buildings are set closer to the property line than the code allows, these setbacks are averaged and applied to the site in question. This provided some flexibility but based upon the size of the lots and location of existing buildings, average setbacks remained approximately 12 feet on the fronts.
3. Landscape buffers can also be averaged; however there was a minimum planting requirement for the buffers.

Based upon this input, the Council directed staff to amend the requirements of the zoning district to provide more flexibility, making it easier to develop. Based upon this input, staff and the P&Z recommended the following:

1. On-site Parking – Allow proposed commercial building expansions to count a certain amount of public parking spaces within 500 feet of their property (approximately 1 ½ blocks) towards their on-site parking requirement.

## ATTACHMENT #1

2. Landscaping – Revise the landscape requirements for C-2A to make them more similar to the C-2 requirements. In addition allow required landscaping and retention areas to be combined under certain conditions.

At the City Council hearing regarding the changes, staff was directed to also address the setback issues and to provide maximum flexibility. Staff recommended that providing maximum flexibility would entail reducing the front setback to zero, allowing buildings to be located adjacent to the sidewalks. This would also improve the pedestrian interaction with the businesses as they redevelop on Highland Street. The Council directed staff to allow flexibility but to limit setback variation in a graduated manner. Based upon this direction, staff revised the district setback requirements as follows:

1. One story building is allowed a minimum front yard setback of 5 feet and a maximum setback of 10 feet.
2. Two story building are allowed a minimum front yard setback of 7 feet and a maximum setback of 15 feet.
3. Three story building are allowed a minimum front yard setback of 10 feet and a maximum setback of 20 feet.

One property owner approached Council regarding this amendment arguing that it did not provide the flexibility required to encourage redevelopment along Highland Street. The Council directed this property owner to discuss the issue with the EDAC after it was established.

### B. Landscaping

Nonresidential landscape requirements have been an issue for years in the City. When the landscape code was revised in 1996 as part of a complete rewrite of the Land Development Code, the Council directed staff to compile a set of regulations that would be the most comprehensive in the area. The philosophy of the council was to create a built environment that reflected the character of Mount Dora. Part of that was a strict and intense landscape code. The feeling was that if the landscape code were sufficiently intense, when people came to town they would feel like they had arrived someplace. This was in stark contrast to the County and City of Eustis landscape requirements adjacent to the City.

Since this time two significant circumstances have transpired to require the reevaluation of the landscape code. First was the adoption of commercial architectural requirements. One of the intents of the landscape code is to buffer the parking areas and buildings from view in an attempt to soften their appearance. Since the adoption of the architectural standards, the look of a building has improved significantly. This is evident when the Wal-mart is compared to the Target or Lowes. With improved architectural requirements an

## ATTACHMENT #1

argument can be made that it is advantageous to allow the new structure to be more visible from adjacent areas.

The second issue is water requirements for new plantings. Based upon the declared water emergency which has local governments and utilities limited on the amount of groundwater that can be withdrawn, cities, including Mount Dora have moved toward a more drought tolerant Florida Friendly landscape standard. Part of this was a reevaluation of the number and size of plantings required to meet minimum standards.

On June 3, 2008 City Council approved Ordinance Number 2008-1001 amending Section 6.3.10 of the Land Development Code.

As part of a City-wide initiative to conserve water the Planning and Development staff drafted amendments to the Sections 6.3.10 *Service drives/frontage roads* and 6.6 *Landscaping and Buffers* of the Land Development Code in order to reduce the amount of irrigation required to establish and maintain newly planted landscaping in conjunction with commercial development. These changes include:

1. Increase the spacing interval for Live Oak trees in the required frontage road buffer;
2. Reducing the required number of canopy and understory trees in the more intense buffer types;
3. Require ground covers in lieu of sod in specific areas;
4. Amending the standards for commercial canopy trees; and
5. Prohibit the use of all St. Augustine grasses.

A reduction in the number of canopy and understory trees required in the more intense buffer types is proposed. The Land Development Code currently requires a certain number of trees to be planted for each 100 linear feet or fraction thereof of boundary in a specified buffer. The numbers currently required provides a dense buffer immediately upon planting. It has been stated by consultants at the University of Florida IFAS extension that placing trees to close one another will cause the loss of approximately every other tree due to overcrowding at maturity. By reducing the number of required trees and increasing the spacing interval, not only will the loss of trees due to overcrowding be avoided, but the amount of irrigation required establishing and maintaining these trees will diminish significantly.

The Comprehensive Plan for the City of Mount Dora requires individual building lots to be landscaped consistent with the Florida Friendly Landscape requirements

## ATTACHMENT #1

developed by the University of Florida. Parts of these standards include the reduction of soddable areas. This can be achieved by replacing sod with landscape beds and ground cover plantings that require substantially less irrigation to establish and maintain. The council required the use of ground cover plantings such as ivy, junipers, jasmine and lily turf in lieu of sod within interior landscape breaks of commercial parking lots. The use of turf in these areas is very difficult to maintain and relies on a significant amount of water to survive. Furthermore, reducing soddable areas greatly reduces the need for fertilizers and pesticides which contribute to non-point source pollution to rechargeable water supplies.

At its meeting of March 20, 2007, City Council approved an ordinance amending the Land Development Code with respect to the required caliper for canopy trees on residential building lots. This ordinance reduced the required caliper size of canopy trees from 3.5 inches to two inches measured six inches above the ground immediately upon planting. The revised standard was also implemented for commercial canopy trees. There are considerable advantages to planting a smaller canopy tree, the most important being water conservation. These advantages include:

1. A smaller caliper tree requires less initial watering and overall maintenance to get its roots established than a larger caliper tree;
2. A smaller caliper tree is not required to be staked, as a larger caliper tree is, allowing the tree to sway in the wind and develop a stronger root system;
3. A smaller caliper tree experiences less shock than a larger caliper tree which allows the root system to get established much sooner.
4. A 1.5 to 2 inch caliper tree at the time of planting will generally grow to become the same size and height as a 3.5 inch caliper tree at the end of a five year period and;
5. A smaller caliper tree will benefit the commercial developer by significantly reducing costs and maintenance. This size tree is also widely available.

The main goal of these amendments is the conservation of valuable water resources. Below are irrigation requirements for establishing trees in landscapes.

1. **Trees less than 2 inches (Based on two gallons of water per inch at two inches)** – 1) Four gallons of water needed daily for two weeks. 2) Four gallons of water every other day for two months. 3) Four gallons of water weekly until established (Establishment period is three to six months). 4) At three months it will take **188** gallons of water to establish a two inch tree.

## ATTACHMENT #1

2. **Trees 2 to 4 inches (Based on two gallons of water per inch at three inches)** –
    - 1) Six gallons of water needed daily for one month
    - 2) Six gallons of water every other day for three months
    - 3) Six gallons of water weekly until established (Establishment period is six to twelve months).
    - 4) At six months it will take **408** gallons of water to establish a three inch tree.
  3. **Trees larger than 4 inches (Based on two gallons of water per inch at four inches)** -
    - 1) Eight gallons of water daily for six weeks
    - 2) Eight gallons of water every other day for five months
    - 3) Eight gallons of water weekly until established (Establishment period is twelve + months).
    - 4) At twelve months it will take **1,096** gallons of water to establish a four inch tree.
- \* Irrigation and establishment figures used for this example were obtained from publications by Dr. Edward Gilman, University of Florida Environmental Horticulture.

Because larger caliper trees have greater watering requirements, in large commercial developments where numerous trees are planted, the amount of water resources conserved is significant. If action is taken to reduce the required caliper for canopy trees on commercial development sites from 3.5 inches to two inches measured six inches above ground immediately upon planting, the potential for enormous benefits is clear.

The final amendment involved prohibiting the use of all species of St. Augustine grass in the City of Mount Dora. Based on information provided by experts who presented at a Plant Success & Watch It Grow Seminar at the Lake County AG Extension Office on April 16, 2008, St. Augustine grasses are much less drought tolerant and require far more water to survive than other available turf such as Empire Zoysia, Bahia's and Celebration Bermuda grass. Furthermore, St. Augustine grasses require greater amounts of fertilizer and pesticides which, as stated earlier, contributes to non-point source pollution to rechargeable water supplies.

These amendments were adopted June 17<sup>th</sup> of this year.

### C. City Council Workshops

An EDAC member brought up the issue of City Council workshops.

Approximately four years ago, the Council began having workshops primarily dealing with PUD applications. The purpose of these workshops was to allow the applicant and the Council to discuss major issues dealing with the development prior to or in conjunction with an application.



## ATTACHMENT #1

These were somewhat successful in the fact that staff and the applicant had knowledge of the council's general approach to the application and many major questions were answered. However, some applicants expressed frustration when an application that had a workshop was formally reviewed by the Council and issues other than those discussed at the workshop were addressed as problems. Additionally following a Council workshop many applicants were reluctant or unwilling to make changes to an application based upon comments from staff or the Planning and Zoning Commission. Because they had a workshop they felt that the council had already granted preliminary approval and they were not required to address additional comments. The Commission felt that by inserting the workshop into the process, the authority of the Commission to make recommendations to the Council was being undermined.

Based upon comments made at Planning and Zoning Commission meetings by applicants, the Planning and Zoning Commission requested a workshop with the Council to discuss the matter. The result of this workshop was to revert to the process outlined in the code for PUD review.

### D. Building Height

One issue that comes up fairly frequently in the development review process is the City's maximum building height requirements. In all but the Employment Center zoning district, building height is limited to 35 feet. Development interests have raised concerns that this limitation precludes a more intense development in areas where utilities are available like our downtown and peripheral commercial areas. The concern is that based upon land costs in Mount Dora if redevelopment is to occur in a meaningful manner additional density, intensity and building height.

From a purely a planning perspective allowances for increased density and intensity within urban cores will promote a more compact and easily serviceable population. This includes police, fire, public works, and parks and recreation. Arguments can be made that provision of additional intensity and density where urban services exist is more affordable to developers because infrastructure extensions are typically not required. Finally, provision of compact urban growth and redevelopment reduces sprawl because opportunities that are taken advantage of within an urban setting reduce the need for a suburban sprawling or leapfrogging development pattern.

However, increases in density and intensity in Mount Dora have been considered a matter of character. Almost all development decisions are made in the City with the question of how it will affect the character of the City of primary importance. Density and intensity issues have been hotly debated in the City. The result is the current policy that density and intensity will be controlled with a number of code provisions, one of which is building height limitations.



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

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**DATE:** December 17, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Approval of Memorandum of Agreement for the Wekiva Rail-Trail Extension

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**Introduction:**

This is a request for City Council to approve a Memorandum of Agreement (MOA) for the Wekiva Trail Extension.

**Discussion:**

The Wekiva Trail is a planned multi-use recreational pathway designed to connect various communities and enhance regional connectivity. Segment 1 will extend from Sorrento through Mount Dora, and connect to Segment 5 in Tavares. Once completed, these segments will also connect to other trail segments in Lake, Seminole and Orange Counties and tie into the statewide Coast to Coast trail network, the Lake Apopka Loop trail, the Green Mountain Scenic Byway, the River to Hills Trail and Lake Ridge Trail routes.

The Wekiva Trail Extension project involves acquiring a railroad corridor owned by CSX Transportation, Inc. and leased to the Florida Central Railroad. This MOA outlines the framework for collaboration, funding, and procedural steps for the Wekiva Trail Extension, bringing together the Trust for Public Land (TPL), Lake County, and the cities of Mount Dora and Tavares in a unified partnership for acquisition.

TPL will lead the preliminary due diligence, including appraisals, surveys, and environmental assessments, and Lake County, Mount Dora, and Tavares will collaborate with TPL, share costs, and manage approvals. Costs for appraisals are divided equally among the four parties, while other due diligence costs are split three ways between the county and the two cities. The initial step under this agreement involves reviewing previous appraisals provided by CSX and conducting an independent assessment to determine the property's market value (Attachment #1).

**Budget Impact:**

The initial pre-acquisition cost for reviewing CSX's appraisal, totaling \$44,000, will be evenly divided among TPL, the City of Mount Dora, Lake County, and the City of Tavares. \$11,000 for the City of Mount Dora's portion is allocated under GL# 001-1620-552-31-01.

**Strategic Impact:**

GOAL 1: Economic Development

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

1.2.2. Seek funding sources to pay for trail improvements and future maintenance/include partnerships to establish trailheads and associated amenities

**Recommendation:**

City Council approve the Memorandum of Agreement for the Wekiva Trail Extension.

**Attachment(s):**

1. Attachment 1.Appraisal Review Proposal
2. Memorandum of Agreement\_CAO\_12.10.24 (final)(clean)

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

Reviewed by: Matthew Dodson, Budget Officer

Rita Meade, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 11/27/2024

Approved - 12/5/2024

Approved - 12/9/2024

Approved - 12/10/2024

Final Approval - 12/10/2024



**MAXWELL • HENDRY • SIMMONS**  
real estate appraisers & consultants

November 15, 2024

Ms. Melissa Hill  
The Trust for Public Land  
1834 Hermitage Boulevard, Suite 100  
Tallahassee, Florida 32308  
Sent via e-mail: [Melissa.Hill@tpl.org](mailto:Melissa.Hill@tpl.org)

Re: Valuation Services for an  $\pm 11.19$  mile railroad corridor ( $\pm 111.29$  acres) extending from Disston Avenue in Tavares to east of 6th Street in Sorrento, Lake County, Florida

Dear Ms. Hill:

We appreciate the opportunity to be of service. As requested, we propose to provide you with an appraisal of the above-referenced property. The following is a summary of engagement terms:

|                          |                                                                                                                                                                                                                                                                        |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Report Type              | Appraisal Review                                                                                                                                                                                                                                                       |
| Client                   | The Trust for Public Land                                                                                                                                                                                                                                              |
| Intended Users           | The Trust for Public Land, Lake County, City of Mount Dora, and City of Tavares.                                                                                                                                                                                       |
| Intended Use             | To assist in the decision-making process regarding a potential acquisition to be made by the client.                                                                                                                                                                   |
| Type of Value            | Market Value and/or Across-the-Fence Value                                                                                                                                                                                                                             |
| Effective Date           | October 27, 2022                                                                                                                                                                                                                                                       |
| Property to be Appraised | An $\pm 11.19$ mile railroad corridor ( $\pm 111.29$ acres) extending from Disston Avenue in Tavares to east of 6th Street in Sorrento, Lake County, Florida                                                                                                           |
| Assignment Conditions    | The effective date is retrospective, and the review appraiser does not have the benefit of having observed the property as of that date. Certain assumptions will be utilized regarding the physical characteristics of the subject property as of the effective date. |
| Additional Terms         | The assignment will consist of an Appraisal Review of the Entreken appraisal (effective date 10/27/2022) and development of an opinion of value for the leased fee interest as of the same date.                                                                       |
| Appraisal Fee            | \$44,000                                                                                                                                                                                                                                                               |
| Payment Terms            | 50% retainer due upon engagement with the balance due upon completion                                                                                                                                                                                                  |
| Completion Date          | 75 to 90 calendar days from engagement                                                                                                                                                                                                                                 |

Our appraisal report will consist of an analysis of the property utilizing the three traditional approaches to value (cost, sales comparison, and income), if applicable. This appraisal will be prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP). Attached to this proposal letter is a set of standard assumptions and limiting conditions. Your appraisal will be prepared subject to the Assumptions and Conditions and are considered part of this proposal. The Client agrees to conform to any and all specific conditions mentioned in the attached Exhibit to Engagement Letter and to hold Maxwell, Hendry & Simmons, LLC, harmless in this assignment.

If the preceding terms are agreeable, please endorse this letter below where indicated and return it to us. Thank you for the interest you have shown in our firm. We look forward to working with you on this project.

Sincerely,



Matthew S. Simmons  
Managing Partner  
State-Certified Residential Real Estate Appraiser, RD5762  
State-Licensed Real Estate Broker, BK3214690

Proposal Terms

This Proposal will remain valid for sixty (60) days from the Proposal date. If not executed within this period, this Proposal may be deemed null and void by Maxwell, Hendry & Simmons, LLC.

Accounts not paid within terms are subject to a 1.5% monthly finance charge.

Our completion date assumes availability of all requested information within two (2) days of the request and no delays in obtaining access to the property.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT TO ENGAGEMENT LETTER**  
**ASSUMPTIONS AND LIMITING CONDITIONS**

This appraisal is to be used in whole and not in part. No part of it shall be used in conjunction with any other appraisal.

Unless otherwise stated, marketable title, is assumed. However, the appraiser makes no warrants or representations regarding an opinion of title. It is assumed that the legal descriptions as provided are correct. Unless otherwise stated, it is assumed that the improvements are entirely and correctly located on the property described, and that there are no encroachments or overlapping boundaries. Unless stated otherwise, legal access to the property is assumed. The property will be appraised as if free and clear and unencumbered by mortgages, liens, or delinquent taxes, assessments, levies. Unless otherwise stated, the property will be appraised assuming there are no unusual deed conditions or restrictions, but subject to readily apparent land use regulations.

The data used in compiling this report will be secured from sources considered credible and authentic and, so far as possible, will be verified. However, no responsibility is assumed for its accuracy or correctness.

It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report. It is further assumed that all applicable zoning, land use regulations, and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.

This appraisal will be prepared as of a specified point in time as indicated by the effective date. This appraisal report cannot be used outside of the context of the effective date of the appraisal. Market conditions can change significantly with the passage of time. This report cannot be viewed subsequent to the effective date and then relied upon outside of the context of that date.

Unless otherwise stated, no environmental reports or studies were requested or made in conjunction with this appraisal. The appraiser reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental reports, studies, research or investigation. However, the appraiser is not obligated to make such changes subsequent to appraisal report completion.

The appraiser herein, by reason of this report, is not required to give expert testimony or be in attendance in court or any governmental hearing with reference to the property appraised, unless arranged previously therefore. The consideration for the preparation of the appraisal report is the payment by the responsible party of all charges due the appraiser in connection therewith. Responsibility for any part of the appraisal report is conditioned upon full payment.

Unless otherwise stated, the existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of urea formaldehyde foam insulation and/or existence of toxic waste, which may or may not be present on the property, has not been considered. The appraiser is not qualified to detect hazardous substances. The client should retain an expert in this field, if desired.

Unless otherwise stated, no structural or mechanical component problems are known to exist on the property. However, the appraiser does not warrant against same. The appraiser is not qualified to detect deficiencies in a property or structure and recommends that a professional property inspector and/or engineer be consulted with regard to these possible defects.

Neither all nor any part of the contents of the appraisal report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the author.

The appraisal and appraisal report will be prepared in conformity with, and is subject to the requirements of the Uniform Standards of Professional Appraisal Practice. The Code of Professional Ethics and Standards of Professional Conduct of the Appraisal Institute may also apply and will be identified within the appraisal report if applicable.

## MEMORANDUM OF AGREEMENT FOR THE WEKIVA RAIL-TRAIL EXTENSION

**This Memorandum of Agreement** (“Agreement”) is made and entered into by and between THE TRUST FOR PUBLIC LAND, a California nonprofit corporation (“TPL”), LAKE COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners (“County”), the CITY OF MOUNT DORA, a municipal corporation of the State of Florida (“Mount Dora”), and the CITY OF TAVARES, a municipal corporation of the State of Florida (“Tavares”).

**WHEREAS**, County, Mount Dora, and Tavares desire to acquire a portion of a railroad corridor and associated lands located in Lake County, Florida, for the purpose of converting the corridor into a public trail for walking, biking, and other recreational uses (the “Tract”); and

**WHEREAS**, the Tract is currently owned by CSX Transportation, Inc. (“CSX”), and leased to the Florida Central Railroad (“FCR”); and

**WHEREAS**, TPL, a nonprofit organization dedicated to promoting public access to outdoor recreation and environmental conservation, has expressed its commitment to support County, Mount Dora, and Tavares in acquiring the Tract for the development of the “Rails-to-Trail” project; and

**WHEREAS**, County, Mount Dora, and Tavares have previously cooperated together to develop and submit several Federal grant applications to offset acquisition costs and help fund the project; and

**WHEREAS**, the parties agree that it is in the best interest of County, Mount Dora, Tavares, and TPL to cooperate on certain aspects of this project; and

**WHEREAS**, TPL has agreed to take the lead in ordering preliminary due diligence products, including, but not limited to, appraisals, appraisal reviews, boundary surveys or sketches, title search products, environmental assessments, and the like, in order to facilitate the acquisition of the Tract by County, Mount Dora, and Tavares; and

**WHEREAS**, the parties desire to enter into this Agreement to formalize the pre-acquisition roles and responsibilities of each party in pursuing the development of the Tract as a “Rail-to-Trail” project for public recreational purposes.

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

1. **Parcels Covered by this Agreement.** The property subject to this Agreement is described in **Exhibit A**, attached hereto and incorporated herein by reference. The property identified in **Exhibit A** is the only parcel of land subject to this Agreement.

2. **Pre-Acquisition Requirements and Costs.** TPL will be responsible for procuring and paying the upfront costs for all pre-acquisition due diligence products, including, but not limited to, appraisals, appraisal reviews, boundary surveys or sketches, title search products, environmental assessments and the like, and any other studies and/or inspections necessary to accurately value and ascertain the actual condition of the Tract (“Pre-Acquisition Costs”). TPL shall follow all the rules and requirements of County, Mount Dora, and Tavares, included herein, so the results yielded from the due diligence products may be relied upon by all parties. TPL shall submit the cost estimate and engagement letter for each of the due diligence products to County, Mount Dora, and Tavares to review for approval prior to engagement. Nothing herein obligates County, Mount Dora or Tavares to approve any specific due diligence product. Each party may terminate their participation in this Agreement as set forth in Paragraph 7 below. Upon written approval from each party to proceed, TPL will order the due diligence product and then invoice each party for reimbursement. For the Appraisal Review Report, County, Tavares and Mount Dora will each be provided a cost estimate for review and approval. Upon approval, County, Tavares, and Mount Dora shall each reimburse TPL for one-fourth (1/4) of the total cost to complete the Appraisal Review. The parties acknowledge and agree that the total cost shall be equally shared among TPL, County, Mount Dora, and Tavares, with each party ultimately responsible for one-fourth (1/4) of the total amount. The remaining Pre-Acquisition Costs shall be invoiced by TPL to the parties for review and approval. Upon approval, County, Tavares, and Mount Dora shall equally share the total cost, with each party reimbursing TPL for one-third (1/3) of the total amount. Except for the Appraisal Review Report, TPL shall not be responsible for any portion of the remaining Pre-Acquisition Costs, unless otherwise mutually agreed to by written instrument executed by all parties hereto. Within three (3) business days of the completion of each due diligence product, TPL shall provide a copy of each final report to County, Mount Dora, and Tavares.
  - a. *Appraisal(s) and Appraisal Review.* TPL will contract with a professional appraiser mutually selected by the parties (the “Appraiser”) to, among other things, determine a value of both the fee ownership of the Tract and the FCR leasehold.
    - i. TPL’s contract(s) with the Appraiser shall provide, at a minimum:
      - (1) That the Appraiser complete (A) a review of CSX’s appraisal of the Tract, dated October 27, 2022, adhering to USPAP standards and to the scope of work attached hereto as **Exhibit B**, attached hereto and incorporated herein by reference, and (B) an independent appraisal of the Tract, adhering to USPAP standards and the scope of work attached hereto as **Exhibit C**, attached hereto and incorporated herein by reference (together, the “Appraisal(s)”).
      - (2) The Appraiser will provide all parties the opportunity to review any draft report of the Appraisal(s) and will name all parties to this Agreement as intended users.
      - (3) The Appraisal will include certifications to County, Tavares, Mount Dora and TPL so each party may rely on the Appraisal for its purposes of purchase of the Tract.
    - ii. County, Tavares and Mount Dora will provide comments to TPL within five (5) business days of receipt of the draft report.



- iii. The cost for the appraisal review described in 2.a.i.(1)(A) above shall not exceed a total of \$44,000.00, to be evenly split four ways as set forth in Paragraph 2 above.
  - b. *Title Review*. The parties will review any title information provided by CSX, and TPL will order a title commitment from a title insurer acceptable to all parties.
  - c. *Environmental Site Assessment*. TPL will contract with an environmental consultant to conduct a Phase I Environmental Site Assessment (“ESA”) of the Tract, naming all parties to this Agreement as intended users that may rely on the report. Should a Phase 2 ESA be recommended, the parties acknowledge that CSX must approve any sampling in advance. Any sampling will be conducted in accordance with the standards in **Exhibit D**, attached hereto and incorporated here by reference.
  - d. *Boundary Survey*. TPL will contract with a professional land surveyor to conduct an ALTA survey of the Tract. The survey will be certified to all parties that may take title to the Tract or a portion thereof.
3. **Confidentiality**. The parties will maintain the confidentiality of all appraisals. Regardless of anything contained herein, parties governed by Chapter 119, *Florida Statutes*, shall maintain confidentiality subject to the terms and limitations set forth in section 125.355, F.S. and other applicable law. All parties shall disclose confidential information to their employees on a “need to know” basis only.
4. **Terms and Conditions of Transfer**. If TPL secures an option to purchase or agreement to purchase the Tract, TPL shall offer County, Tavares and Mount Dora the right to accept an agreement from TPL for purchase of that Tract from TPL subsequent to TPL’s acquisition of the Tract.
5. **Notices**.
- a. Any notice or communication required or permitted under this Agreement shall be in writing and shall be deemed delivered if delivered by hand or sent by certified mail, return receipt requested, to the addresses set forth below. Each party shall notify the other in writing of any changes to their contact information.

**LAKE COUNTY**

Lake County  
ATTN: Jennifer Barker  
315 W. Main St.  
Tavares, FL 32778

**TAVARES**

City of Tavares  
ATTN: John Drury  
201 E. Main St.  
Tavares, FL 32778

**MOUNT DORA:**

City of Mount Dora  
ATTN: Vince Sandersfeld  
510 N. Baker St.  
Mount Dora, FL 32757

**TPL**

Trust for Public Land  
ATTN: Melissa Hill  
1834 Hermitage Blvd, STE 100,  
Tallahassee, FL 32308

- b. Routine, day-to-day communications regarding the administration or management of the project may be conducted via email. Such communications shall be sent to the designated

project contacts for each party at the email addresses listed below:

- i. **Lake County:** Jennifer Barker; jennifer.barker@lakecountyfl.gov.
- ii. **Tavares:** James Dillon; jdillon@tavares.org.
- iii. **Mount Dora:** Misty Sommer; sommerm@cityofmounddora.com.
- iv. **TPL:** Melissa Hill; melissa.hill@tpl.org

6. **Invoices.** All invoices shall be submitted to the appropriate agency:

**LAKE COUNTY**

*To:* Jennifer Barker

*Email:* jennifer.barker@lakecountyfl.gov

*Address:* 315 W. Main St., Tavares, FL 32778

*Phone:* (352) 343-9888

**TAVARES**

*To:* James Dillon

*Email:* jdillon@tavares.org

*Address:* 201 E. Main St., Tavares, FL 32778

*Phone:* (352) 742-6221

**MOUNT DORA:**

*To:* Misty Sommer

*Email:* sommerm@cityofmounddora.com

*Address:* 510 N. Baker St., Mount Dora, FL 32757

*Phone:* (352) 735-7110

**TPL**

*To:* Melissa Hill

*Email:* melissa.hill@tpl.org

*Address:* 1834 Hermitage Blvd., STE 100,  
Tallahassee, FL 32308

*Phone:* (352) 250-8043

7. **Termination.** Notwithstanding any provision to the contrary, this Agreement shall terminate no later than March 30, 2027. Any Pre-Acquisition Costs incurred by TPL prior to this date will be reimbursed pursuant to the terms herein. Any costs incurred after March 30, 2027, will not be reimbursed. Any party may terminate their participation in this Agreement at any time with thirty (30) days' notice to the non-terminating parties; provided, however, that the terminating party must pay their share of any due diligence product approved by the terminating party prior to exercising their right hereunder to terminate their participation in this Agreement.
8. **Assignment of Interest.** No party shall assign, delegate, or otherwise transfer any interest, right, or obligation set forth in this Agreement without the prior written consent of all other parties hereto.
9. **Successors and Assigns.** The parties each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
10. **Third-Party Beneficiaries.** The parties expressly acknowledge and agree that this Agreement is intended solely for the benefit of the parties hereto and shall not be construed to create any rights, benefits, or causes of action in any third parties. No person or entity other than County, Mount Dora, Tavares, and TPL shall have any legal or equitable right, remedy, or claim under this Agreement.
11. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable

by a court of competent jurisdiction, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision were omitted, and all other provisions will remain in full force and effect.

12. **Non-Waiver.** The failure of any party 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 considered a waiver of such right. 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.
13. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute, claim, or controversy arising out of or relating to this Agreement shall be in the appropriate state or federal court having jurisdiction in Lake County, Florida.
14. **Attachments; Captions and Headings.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
15. **Amendments.** The parties may amend this Agreement only by mutual written agreement of all the parties hereto.
16. **Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
17. **Construction.** This Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
18. **Entire Agreement.** This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes all prior written or oral agreements, understandings, or representations, relating to the matters set forth herein.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have caused this Agreement to be executed for the uses and purposes therein expressed as of the dates written below.

*[signatures on following page]*

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
OF LAKE COUNTY, FLORIDA**

\_\_\_\_\_  
Gary J. Cooney, Clerk  
Board of County Commissioners  
of Lake County, Florida

\_\_\_\_\_  
Leslie Campione, Chairman

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved as to form and legality:

\_\_\_\_\_  
Melanie Marsh, County Attorney

**CITY OF TAVARES**

\_\_\_\_\_  
*City Representative*

\_\_\_\_\_  
*Title*

**ATTEST:**

\_\_\_\_\_  
*City Clerk*

\_\_\_\_\_  
*Date*

**CITY OF MOUNT DORA**

\_\_\_\_\_  
*City Representative*

\_\_\_\_\_  
*Title*

**Attest:**

\_\_\_\_\_  
*City Clerk*

\_\_\_\_\_  
*Date*

**THE TRUST FOR PUBLIC LAND**

---

*Organization Representative*

---

*Title*

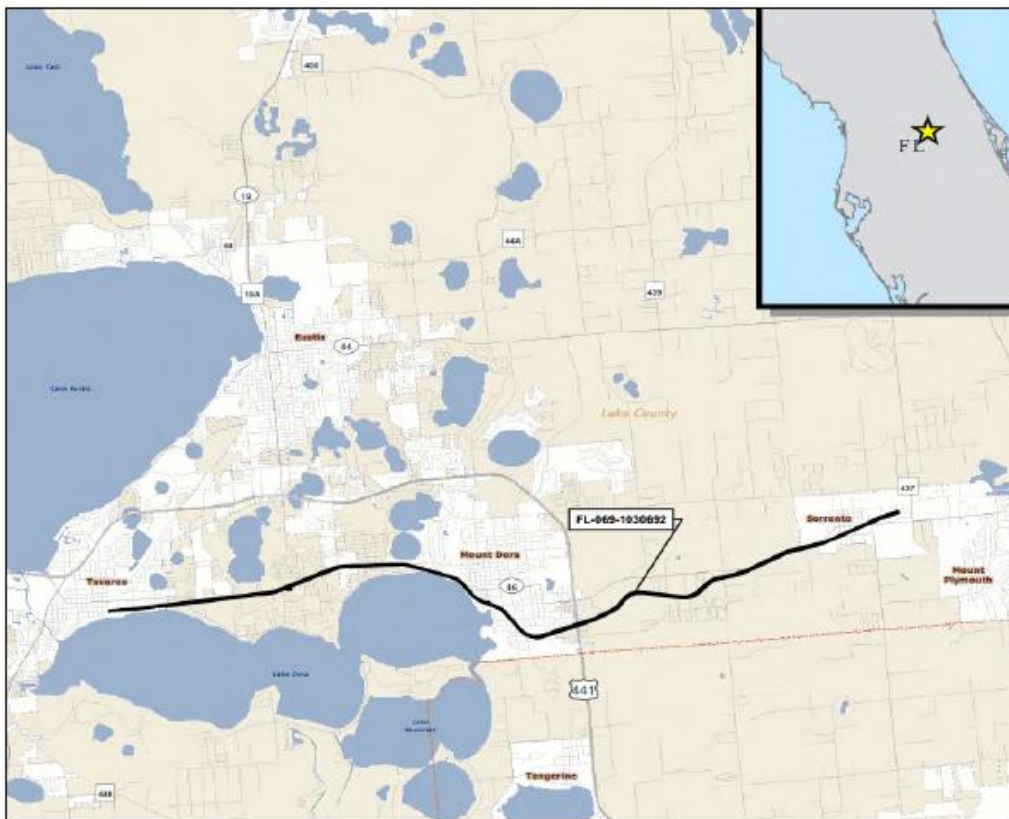
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*Date*

## EXHIBIT A

### PROPERTY LOCATION

The subject corridor is located in central Florida in Lake County. The subject begins on the west in the city of Tavares, just east of Disston Avenue at Milepost ATA 797.39. The subject then travels generally easterly along the northerly side of Lake Dora towards the city of Mt. Dora where it turns southeasterly following the easterly side of Lake Dora through Mt. Dora's central business district. The subject then continues northeasterly through portions of east Mt. Dora, unincorporated Lake County and the Wolf Branch Innovation District (WBID), before terminating east of 6th Street in the unincorporated community of Sorrento at Milepost 786.2. This location is illustrated as follows:



## **EXHIBIT B**

### **CORRIDOR APPRAISAL REVIEW ASSIGNMENT SCOPE OF SERVICES**

#### **SERVICE TO BE PROVIDED:**

A qualified real estate appraiser is to provide a review appraisal and opinion of the previously completed appraisal with a date of valuation of October 27, 2022, of the subject property in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

#### **Appraisal Review Interest:**

The interest that has been appraised in the one completed appraisal report by Entreken Associates, Inc. with an effective date of October 27, 2022, to be reviewed is the fee simple along with the leased fee interest between CSX and Central Florida Railroad.

#### **Purpose of Appraisal Review and Use of Report:**

The purpose of the Appraisal Review is to assess the appraisal which was completed for the Subject Property and to determine if the report complies with applicable Appraisal Institute public agency standards for performance. For the purposes of this Agreement, the definition of "market value" shall be:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated;
- b. Both parties are well informed or well advised, and each acting in what they consider their own best interest;
- c. A reasonable time is allowed for exposure in the open market;
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal considerations for the property sold unaffected by special or creative financing or sales concessions shaped by anyone associated with the sale.”

The results of the appraisal shall be in the form of a summary narrative written report (the "Appraisal Review Report"), prepared by Appraiser, which will be delivered to and used by Client to provide the basis for the determination of the purchase price for the Subject Property. The intended users of the report will be: Trust for Public Land, Lake County, City of Mount Dora, City of Tavares.

#### **Standards of Performance:**

Appraiser agrees to exercise independent judgment and to complete the Appraisal Review Report in accordance with sound appraisal practice, the Code of Professional Ethics of the Appraisal Institute, as well as the Uniform Standards of Professional Appraisal Practice, 2016-1

#### **Time for Performance:**

Appraiser shall deliver the completed Appraisal Review to client no later than 90 days from effective date of the Appraisal Review contract.

**Copies of Report:**

Appraiser agrees to provide Client the final Appraisal Reports in an electronic PDF format and (4) print copies of the Appraisal Review Report.

**Professional Fee:**

Client agrees to pay Appraiser, upon completion of the Appraisal Review Report to the satisfaction of Client, as compensation for the professional appraisal services to be rendered hereunder, the amount of \$44,000.00. This amount includes all expenses to be incurred by the Appraiser in the course of completing this Appraisal Review Report, exclusive of conferences, depositions, court testimony or other matters currently not contemplated in this agreement or approved in advance by Client and Appraiser during the preparation of the Appraisal Review Report.



## EXHIBIT C

### CORRIDOR APPRAISAL ASSIGNMENT SCOPE OF SERVICES

#### **Service to be Provided:**

A qualified real estate appraiser is to provide an opinion of the subject property's "market value" in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

#### **Subject Property:**

A general description of the subject property will be provided to the appraiser to facilitate their identification of the subject property.

#### **Assignment Conditions of the Appraisal:**

1. The subject property is to be appraised in fee simple, free and clear of liens and encumbrances and will not include any consideration of title defects, encroachments, easements or license agreements, rights of occupancy, environmental issues, or the potential existence of hazardous waste.
2. The appraisal will not include any provision to recognize any leaseback arrangement, easement, or use agreements retained by the seller. Property rights to be retained or reserved (if any) will be addressed subsequent to the unencumbered market value being concluded by the appraiser.

#### **Date of Value:**

The last date the subject property is inspected by the real estate appraiser unless specified otherwise.

#### **Reporting Format:**

A "summary appraisal report" format is requested communicating the appraiser's opinion of "Market Value" as commonly defined in appraisal literature. The appraisal should comply with the reporting requirements of the USPAP.

#### **Valuation Methodology:**

The appraisal should use commonly accepted corridor valuation methodology. A brief summary of the primary steps typically involved are as follows:

##### **Step 1 - Inspection**

The appraiser will conduct a physical inspection of the subject corridor and surrounding area. This should involve inspecting both the subject corridor and identifying the various land uses adjacent to each side of the corridor. Information regarding the characteristics of the surrounding neighborhood, various linkages in the neighborhood and region should also be analyzed. This information will be used to become familiar with the subject property and to gather the information necessary to develop an opinion of the subject property's highest and best use (HABU).

##### **Step 2 – Develop HABU Premise**

Using the information gathered in Step 1, the appraiser will develop an opinion of the subject property's HABU. In corridor valuation, this typically results in one of two HABU premises.

1. The subject property should be kept intact and sold as a corridor.
2. The corridor should be disassembled (sections of the corridor are sold to adjacent property owners over a period of time).

### **Step 3 – Develop opinion of Across the Fence (ATF) Value**

The appraiser will develop an opinion of the current “Across the Fence” (ATF) value for the corridor. “Across the Fence Value” is defined in the Appraisal Institute’s *Dictionary of Real Estate Appraisal 4<sup>th</sup> Edition* as follows:

“In the valuation of real estate corridors, the value concluded based on a comparison with adjacent lands before the consideration of any other adjustment factors. The ATF value accounts for the location and market conditions. Accordingly, this is an intermediate value without (or prior to) the consideration of the corridor factor.”

In order to develop an opinion of the ATF Value of the corridor, the appraiser typically begins at one end of the corridor, observing the various highest and best uses (land uses) of the abutting properties along each side of the corridor as they proceed along the corridor. Typically, there are segments of land uses (agricultural, residential, industrial, commercial etc) observed along each side of the corridor. The appraiser divides the corridor into groups of these various land use segments. Both the appropriate number and location of these various land use segments is at the discretion of the appraiser.

Through market research (comparable land sales, listings, etc.), the appraiser will develop opinions of the current market unit values for the respective land use segments along each section of the corridor. These unit values will be multiplied by the land area contained in each of the appraiser’s land use segments. The ATF Value of the corridor’s various land use segments are then added together to develop an opinion of the overall ATF Value of the subject corridor. At this point, the appraiser has still not determined the market value of the subject corridor.

### **Step 4 – Determine relationship of Market Value to ATF Value**

This step is dependent upon the appraiser’s HABU premise concluded in Step 2. The two premises typically used are discussed below.

#### Appraiser’s HABU Premise – Continue to use the corridor as a corridor.

If the appraiser concludes the HABU of the corridor is for continued use as a corridor, the use of a corridor factor is required using the following formula:

$$\text{ATF Value} \times \text{Corridor Factor} = \text{Market Value}$$

The real estate appraiser will determine the appropriate market extracted corridor factor required to determine the market value of the corridor. A corridor factor is defined in the Appraisal Institute’s *Dictionary of Real Estate Appraisal 4<sup>th</sup> Edition* as follows:

“In the valuation of existing corridors, a factor that expresses the ratio of the price paid for a transportation or communications corridor (i.e., the sales price of an existing corridor) and the across the fence (ATF) value. Typically used in the valuation of existing corridors and not the assembly of a new corridor. Also called railroad factor, synergism factor, enhancement factor, and continuity factor.”

Corridor factors are derived using market data. This is typically done by extracting the corridor factor from the sale of other corridors with a similar use to the subject corridor.

The corridor factor is used to reflect the market’s actions regarding the relationship of the sales price (market value) of a corridor and the corridor’s “across the fence” (ATF) value. This relationship (or

correlation) varies and is influenced by a variety of factors. Some factors considered by the market and reflected in a market derived corridor factor include:

1. Market demand for connecting both the endpoints and points along a corridor.
2. The “intensity of use” of the corridor. Does the corridor serve multiple functions such as railroad, pipeline, fiber optic, road right of way or recreational trail uses?
3. The availability of substitute or competing corridors to serve the market demand.
4. Cost and time avoidance. Recognition by the market of the cost of assembling a substitute corridor which includes not only land acquisition, but permitting costs, environmental studies, legal costs, engineering costs as well as grading and drainage costs. The time involved to accomplishing these various tasks is generally lengthy and is also a consideration.
5. Recognition by the market that assembled corridors have been improved with grading, drainage and at times, bridge infrastructure at significant cost and that any contributory market value these infrastructure improvements have are not reflected in the “across the fence” value.

#### Appraiser’s HABU premise – Disassemble the Corridor

When the appraiser uses this HABU premise, the appraiser believes the corridor’s market value is greater when sold to multiple property owners adjacent to the right of way. Appraisers typically will discount the subject property’s ATF value to account for the time and expense of selling various portions of a corridor to multiple purchasers over a reasonable period of time.

#### **Step 5 – Report Opinion of Market Value**

The appraiser will communicate their opinion of the “Market Value” of the subject property in a Summary Appraisal Report format.

It is important that the appraiser clearly delineates within the report the various locations of the land use segments they used to arrive at their ATF value conclusions. The most descriptive appraisers will define the various land use segments for each side of the corridor, as often there are several locations along a corridor that will have different land uses on each side of the corridor.

Along with their own inspection of the subject region, neighborhood and property, most appraisers find the use of good quality aerial maps very helpful, in both determining and depicting within the appraisal report, the various land use segments along a corridor. Many appraisers find it helpful to use aerial maps to communicate the location of their land use segments used in developing their opinion of the corridors ATF value.

If the use of a corridor factor is appropriate for a given subject property, the comparable corridors sales used to develop the appraiser’s market derived corridor factor should be included in the appraisal report as well.

#### **ADDITIONAL RESOURCES:**

Although corridor valuation is a specialized field of real estate appraisal, there has been a substantial amount of appraisal literature published regarding the subject, with some relating directly to the valuation of railroad rights of way. There are a variety of sources for this material. As an example, the following articles have appeared in *The Appraisal Journal*, a monthly publication of the Appraisal Institute. Most of these articles are available on the Appraisal Institute’s website at [AppraisalInstitute.org](http://AppraisalInstitute.org) in the *Lum Library* section. This list is not inclusive and is intended only as a starting point for the appraiser interested in reading more about this particular topic.

*Valuation of Transportation / Communication Corridors* by John P. Dolman, MAI, CRE, and Charles F. Seymour, MAI, CRE. The Appraisal Journal - October 1978, pg 509 –522.

*Rail Corridor Sales* by Clifford A. Zoll, MAI. The Appraisal Journal – July 1985, pg 379 – 387.

*Rail Corridor Markets and Sales Factors* by Clifford A. Zoll, MAI. The Appraisal Journal – October 1991, pg 504 – 512.

*Rail Right-of-Way Valuation* by Frederick D. Miltenberger, MAI. The Appraisal Journal – January 1992, pg 79 – 85.

*Rail Corridor Markets and Sales Factors: Revisited* by Clifford A. Zoll, MAI. The Appraisal Journal – October 1994, pg 621 – 625.

*A Logical Approach to Appraising Railroad Right of Ways* by Clifford A. Zoll, MAI. The Appraisal Journal – October 1998, pg 347 – 354.

*The Enhancement Factor in Transportation Corridor Sales and Appraisals* by Arthur G. Rahn. The Appraisal Journal – January 1999, pg 89 – 92.

*Across the Fence Methodology for Valuation of Corridors: What Is It and How Is It Used?* by Arthur G. Rahn. The Appraisal Journal - July 2001, pg 270-276.

*Net Liquidation Valuation of Transportation Corridors* by Arthur G. Rahn. The Appraisal Journal – Winter 2007, pg 56 – 61.

## EXHIBIT D

### Minimum Sampling, Soil Management, and Capping Requirements For Rails-to-Trails Conversion of Rail Corridors

#### I. Sampling.

Surface soils should be sampled as follows (please see attachments for typical sampling layout schematics):

- a. Adjacent to any existing or former buildings, bridges, signals, etc.
- b. At former switch or rail-to-rail crossings, collect a minimum of 3 composite samples. One composite sample should be obtained at the switch or crossing location, with additional composite samples obtained at 50-foot intervals in either direction along the corridor as illustrated in Figure 1. Each composite sample should consist of 5 specimens (i.e., each composite sample will consist of 5 discreet samples that are mixed together and analyzed as a single sample).
- c. Along the remaining rail corridor:
  1. For corridor less than 0.5-mile long, collect a minimum of 10 composite samples.
  2. For corridor 0.5 – 0.75 miles long, collect 15 composite samples.
  3. For corridor 0.75 miles to 1 mile long, collect 20 composite samples. Space the sampling points evenly down corridor, i.e., 20 samples in one mile is one sample about every 250 feet.
  4. For corridors greater than 1 mile in length, the number of evenly spaced samples to be collected should be calculated as follows:

$$\text{Number of Composite Samples} = 20 + 5x$$

Where x = total corridor length in excess of 1 mile

As an example, given a 4-mile length of corridor, the number of samples to be collected would equal  $20 + 5 \times 3$  or 35 composite samples, which would be spaced approximately every 600 feet.

- d. Each composite sample collected along the corridor should consist of 5 specimens. An illustration of the composite sample configuration for a rail corridor is provided in Figure 1 & 2.
- e. Samples should be collected from the upper 6 inches of soil taking into consideration State standards concerning direct exposure.
- f. Samples should be analyzed for arsenic (SW 846 Method 6010B), lead (SW 846 Method 6010B) and PAH (SW 846 Method 8270C SIM). If the corridor was utilized for electric rail, the samples should also be analyzed for PCB's using SW 846 Method 8082, Method 608 or appropriate state test method.

#### II. Soil Management Plan.

The purchase sale agreement shall require buyer to provide a written soil management plan defining procedures for monitoring the corridor to ensure potential exposure pathways are controlled to reduce risk of exposure to the public to acceptable levels. This plan shall include at a minimum:

- a. A site plan clearly showing “capped” vs. “un-capped” areas of the corridor.

- b. A detailed description of the cap thickness and method of construction (i.e. soil, concrete, asphalt, etc.).
- c. A detailed description of methods and procedures to be utilized to prevent users from accessing uncapped areas of the corridor and potentially contacting site soils. This section should include a discussion of signage or other methods to be utilized to communicate to the public the past industrial use of the corridor and the potential for impacted soils to be present.
- d. Defined procedures for the testing and management of soil that is excavated as part of a construction project on the property, such as culvert or underground utility installation.
- e. A discussion of inspection and reporting procedures to document (at least annually) the condition of the cap and to reaffirm that un-capped areas of the site are not being accessed or utilized by the public. The annual inspection report should identify any deficiencies in the cap and document any changes (including updated site plans) or repairs made to the cap during the inspection period, and any other corrective actions warranted to protect the public from exposure to site soils.

### **III. Capping.**

The rail bed, defined as extending from opposite toes-of-slope of the ballast field, if present, or a minimum of 7 feet on either side of the centerline of the former track, shall be graded and capped with pavement or other suitable material to prevent contact with the surface soil. This cap should have a minimum thickness of one to two feet. Actual cap design should be developed on a project-specific basis considering specific requirements of State and Local environmental regulation.

FIGURE 1

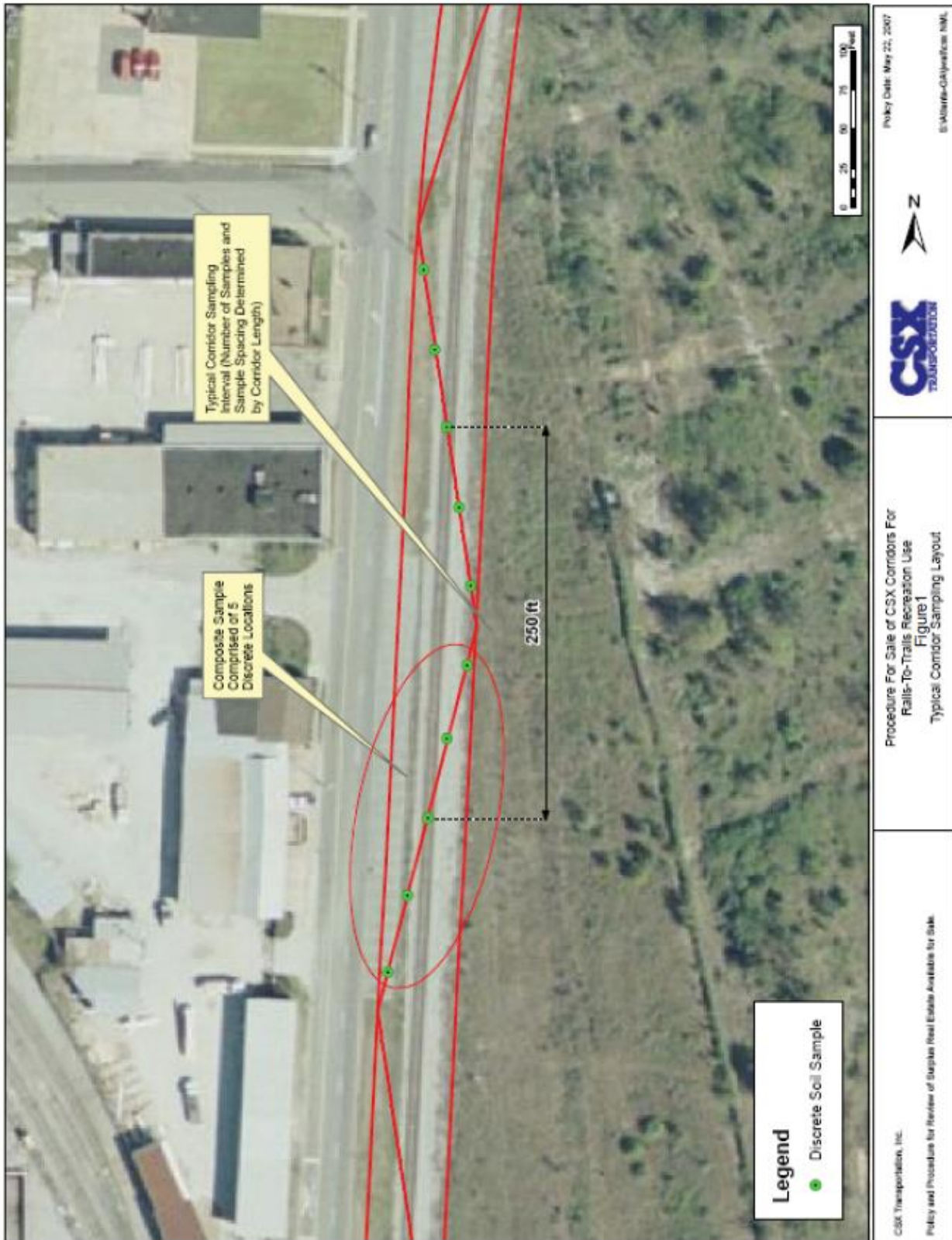
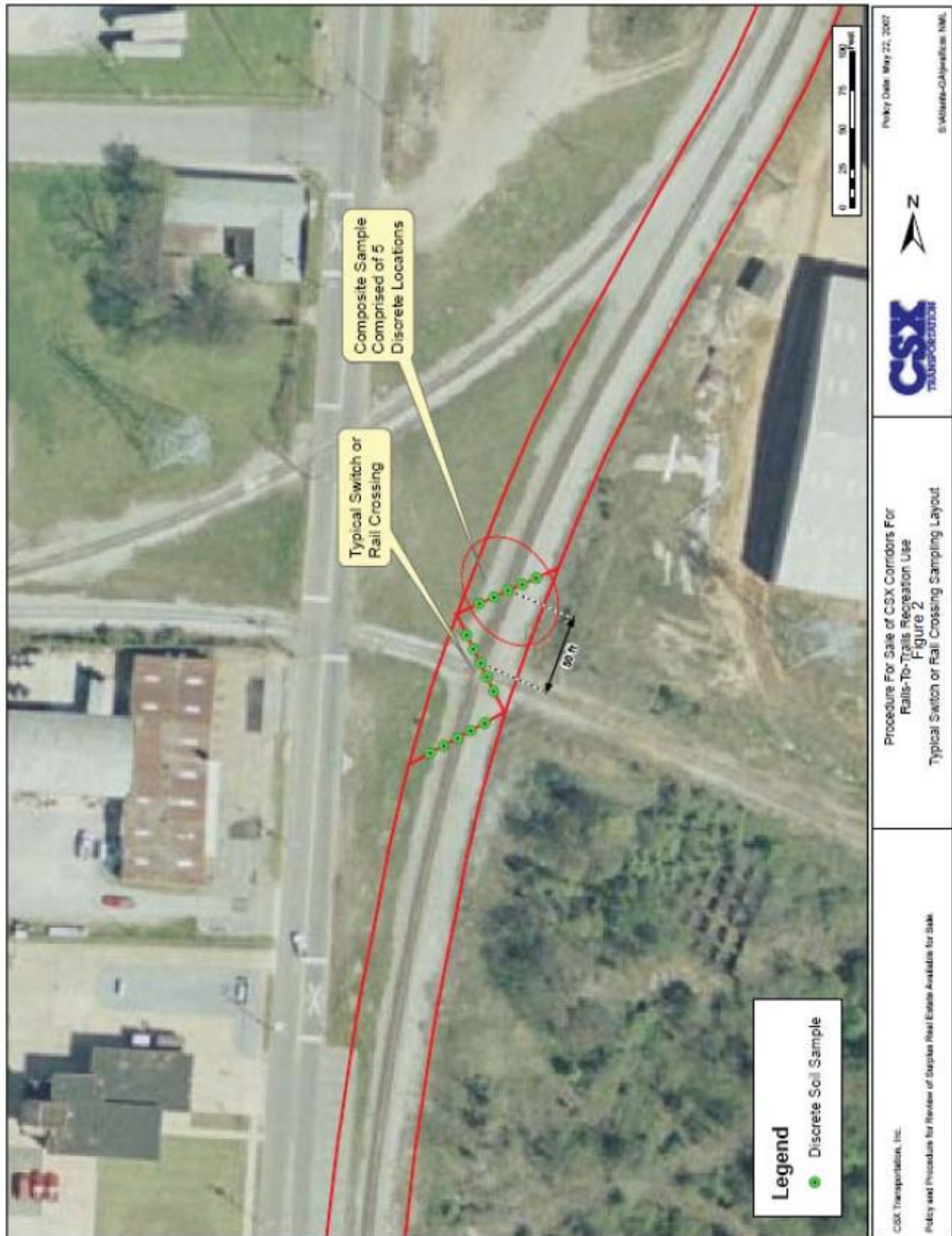




FIGURE 2







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

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**DATE:** December 17, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Approval of the Amendment to Piggyback Contract for On-call Building Inspection Services Between the City of Mount Dora and C.A.P. Government, Inc.

---

**Introduction:**

This is a request to approve the amendment to the Piggyback Contract for On-call Building Inspection Services between the City of Mount Dora and C.A.P. Government Inc.

**Discussion:**

The City of Mount Dora Building Division of the Planning and Development Department (123 Fund) is tasked with enforcing the provisions of the Florida Building Code, the Florida Fire Prevention Code and portions of the City of Mount Dora Code of Ordinances as well as permitting, plan review, inspections and certifying occupancy, related to new construction and additions and/or alterations to existing structures within the City limits. The Building Division has determined that it is necessary to have on-call providers to handle building inspections, plan review and building official duties on an as-needed basis to provide building services to the public in a timely manner. These on-call inspections and other building permit services are intended to assist current staffing (cover vacations, sick leave, staff shortages, etc). Also, at times when there is an uptick in permitting activities, these building consultant services could be available.

Lake County competitively solicited and negotiated updated an agreement amendment with C.A.P. Government, Inc. for on-call building inspection services. The City of Mount Dora desires to enter into contracts with C.A.P. Government, Inc. under the same terms and applicable conditions as that agreement executed by Lake County. Florida Statutes, Chapter 287, authorizes the City to purchase goods and/or services as a cooperative purchase based on the solicitation issued by the Lake County and agreements resulting therefrom.

**Budget Impact:**

The FY 2024-2025 Building Department Budget currently has a balance of \$240,000 in Professional Services G.L. 123-1630-524.31-01 to cover services rendered under this contract.

**Strategic Impact:**

Goal 1. Economic Development and Goal 3. Human Resources.

**Recommendation:**

City Council approve the on-call contracts with C.A.P. Government, Inc.

**Attachment(s):**

1. Piggyback Extension C.A.P. Government (FINAL)(with exhibits)(11.22.2024)

Prepared by: Stacey Hart, Building Division Administrative Supervisor

Reviewed by: Matthew Dodson, Budget Officer

Rita Meade, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 12/5/2024

Approved - 12/5/2024

Approved - 12/10/2024

Approved - 12/10/2024

Final Approval - 12/10/2024

**AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF MOUNT DORA  
AND C.A.P. GOVERNMENT, INC.**

**THIS AMENDMENT** is entered into by and between the **CITY OF MOUNT DORA**, a municipal corporation of the State of Florida, located at 510 N. Baker Street, Mount Dora, Florida 32757 (the “CITY”), and **C.A.P. GOVERNMENT, INC.**, a Florida corporation located at 343 Almeria Avenue, Coral Gables, Florida 33134 (the “CONTRACTOR”).

**WHEREAS**, on April 5, 2022, the CITY executed the Piggyback Agreement between the CITY and CONTRACTOR (the “Agreement”), attached hereto as **Exhibit “A”** and incorporated herein by this reference, based on an Underlying Agreement for Building Plan Review and Inspection Services between CONTRACTOR and Lee County, Florida, dated December 21, 2021, which was competitively solicited by Lee County through RFP# 21-0937B; and

**WHEREAS**, on September 12, 2022, Lee County and CONTRACTOR amended the Underlying Contract, thereby extending the term until December 31, 2023; and

**WHEREAS**, on July 31, 2023, Lee County and CONTRACTOR amended the Underlying Contract, thereby extending the term until December 31, 2024; and

**WHEREAS**, on October 7, 2024, Lee County and CONTRACTOR amended the Underlying Contract, thereby extending the term until December 31, 2026; and

**WHEREAS**, since April 5, 2022, the parties hereto have continued to perform their respective obligations under the terms and conditions of the original Agreement; and

**WHEREAS**, the parties have determined that it is in their mutual best interest to extend the term of the Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, which the parties acknowledge is valuable consideration, the CITY and CONTRACTOR agree as follows:

1. Section 1 of the original Agreement is hereby amended to extend the term of the Agreement to December 31, 2026.
2. All other terms and conditions of the original Agreement, or any modification thereof, shall remain in full force and effect, and to the extent of any conflict between this First Amended Agreement and the original Agreement, or any modification thereof, this First Amended Agreement shall prevail.

*[Signatures on following page]*

**IN WITNESS WHEREOF**, the parties hereto by their duly authorized representatives, have executed this Amended Agreement effective this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF MOUNT DORA**

\_\_\_\_\_  
James Homich, Mayor

**ATTEST:**

\_\_\_\_\_  
Jeanann Hand, City Clerk

**Approved as to form:**

\_\_\_\_\_  
Patrick Brackins, City Attorney

**C.A.P. GOVERNMENT, INC.**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged and sworn 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 **AMENDMENT** and thereby bind **CONTRACTOR**, and who is personally known to me \_\_\_ or who produced \_\_\_\_\_ as identification, and who did \_\_\_ did not \_\_\_ take an oath this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

(stamp)

**Exhibit “A”**  
Original Agreement between the  
City of Mount Dora  
and  
C.A.P. Government, Inc.

## **AGREEMENT**

**THIS AGREEMENT** is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and C.A.P. GOVERNMENT, INC., a Florida for profit corporation, 343 Almeria Avenue, Coral Gables, Florida 33134, hereinafter referred to as the “CONTRACTOR”.

### ***WITNESSETH:***

**WHEREAS**, pursuant to the CITY’s Purchasing Policy Manual piggyback purchases are authorized when determined to be in the best interest of the CITY; and

**WHEREAS**, the CITY has determined that it is in its best interest to utilize the Contract for Building Plan Review and Inspection Services between Lake County, Florida and the CONTRACTOR, dated December 21, 2021, attached hereto as **Exhibit “A”** and made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract” which was competitively solicited for and negotiated by Lake County, Florida through RFP# 21-0937B; and,

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

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

#### **SECTION 1.           TERM.**

The term of this Agreement shall be for an initial period beginning on the date of execution by the CITY and ending on December 21, 2022; however, may be extended for two additional, two (2) year periods pursuant to Section 4, Term of the Cooperative Contract.

#### **SECTION 2.           SERVICES AND PRICING.**

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

#### **SECTION 3.           CONTRACT PROVISIONS.**

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

#### **SECTION 4.           NOTICE.**

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

CITY: City of Mount Dora  
Attn: 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: C.A.P. Government, Inc.  
343 Almeria Avenue  
Coral Gables, Florida 33134

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

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

**SECTION 6. MODIFICATION.**

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

**SECTION 7. CONFLICT.**

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

**SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.**

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

**SECTION 9. JOINT AUTHORSHIP.**

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

**SECTION 10. EQUAL OPPORTUNITY EMPLOYER.**

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



it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

**SECTION 11. INDEMNIFICATION.**

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

**SECTION 12. AUDITING, RECORDS, AND INSPECTION.**

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

**SECTION 13. PUBLIC RECORDS.**

A. Pursuant to Florida Statutes, Section 119.0701:

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

**CITY CLERK: JESSICA BURNHAM**

**510 NORTH BAKER STREET**

**MOUNT DORA, FL 32757**

**(352) 735-7126**

**[BURNHAMJ@CITYOFMOUNTDORA.COM](mailto:BURNHAMJ@CITYOFMOUNTDORA.COM)**

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

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

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

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

*Signatures on Following Page*

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this 5 day of April, 2022.

**CITY OF MOUNT DORA**



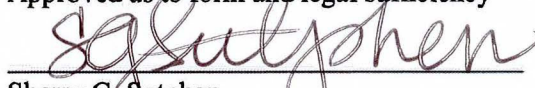
**CRISSY STILE**

**MAYOR of the City of Mount Dora, Florida**

ATTEST:

  
JESSICA BURNHAM  
CITY CLERK

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

  
Sherry G. Sutphen  
City Attorney

**CONTRACTOR**



Print: Carlos A. Penin, PE

Title: President

**STATE OF FLORIDA**  
**COUNTY OF** Florida

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Carlos A. Penin, PE, as President, of C.A.P. Government, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath this 21st day of March, 2022.

(stamp)

\_\_\_\_\_  
NOTARY PUBLIC

**Exhibit “A”**  
Cooperative Contract between  
Lake County, Florida and  
C.A.P. Government, Inc.



**CONTRACT FOR  
BUILDING PLAN REVIEW AND INSPECTION SERVICES  
RFP# 21-0937B**

This is a contract between Lake County, Florida, a political subdivision of the State of Florida, referred to in this contract as COUNTY, and C.A.P. Government, Inc., a Florida for profit corporation, its successors and assigns, referred to in this contract as CONSULTANT.

**WITNESSETH:**

**WHEREAS**, the COUNTY publicly submitted a Request for Proposal (RFP) #21-0937B seeking firms or individuals qualified to provide building plan review and inspections services for COUNTY; and

**WHEREAS**, CONSULTANT wants to perform such services subject to the terms of this contract; and

**WHEREAS**, the provision of such services will benefit the parties and the residents of Lake County, Florida.

**THEREFORE**, the parties agree as follows:

1. The foregoing recitals are incorporated herein.
2. The purpose of this contract is for CONSULTANT to perform building, electrical, mechanical, plumbing, and fire safety inspections and plan review services as required by Chapter 533, Florida Statutes, hereinafter referred to as the "Service."
3. Scope of Professional Services. On the terms and conditions set forth in this contract, the COUNTY hereby engages the CONSULTANT to provide plans examiner and inspection services on an as needed and ongoing basis in accordance with the Scope of Services, attached and incorporated by reference as **Exhibit A** ("Service"). It is understood that the Scope of Services may be modified by change order, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY's Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONSULTANT upon request.
4. Term. This contract will be for an initial one (1) year term with the option for two (2) subsequent (2) year renewals. Renewals are contingent upon mutual written agreement. The contract will commence upon the first day of the next calendar month after Board approval. This contract remains in effect until completion of the expressed and implied warranty periods.
5. Licenses and Permits. CONSULTANT will be solely responsible for obtaining all necessary approvals and permits to complete the service. CONSULTANT will remain appropriately licensed throughout the course of the service. Failure to maintain all required licenses will entitle the COUNTY to terminate this contract. CONSULTANT will be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.
6. E-Verify. The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the CONSULTANT during the term of this contract. The CONSULTANT shall include in all contracts with subcontractors and subconsultants performing work pursuant to any contract arising from this contract an express requirement that the subcontractors utilize the U.S. Department of

**CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B**

Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of this contract.

7. Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the Services furnished under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the Services provided in this contract. All work must be performed in accordance with good commercial practice.

8. Payment. The COUNTY shall pay and the CONSULTANT shall accept as full and complete payment for the timely and complete performance of its obligations under this contract as provided in the Pricing Sheet contained within **Exhibit B**, and not to exceed seventy five thousand fifty five dollars and zero cents (\$75,255.00) per year.

Any hourly rate quoted will be deemed to provide full compensation to the CONSULTANT for labor, supervision, equipment use, travel time, and all other costs associated with providing the services needed to satisfactorily complete all work provided. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

The CONSULTANT shall submit progress invoices to the Lake County Office of Building Services no more than thirty (30) days after performance of Service. All invoices must contain the solicitation number, date and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the appropriate COUNTY representative, and a detailed description of services provided.

Service \$25,000 and Under: The COUNTY shall provide a lump sum payment when any Service task is completed by the CONSULTANT and approved by the COUNTY. The CONSULTANT shall submit a fully documented invoice that provides the basic information set forth in the invoice before the COUNTY provides payment. If requested, the COUNTY may allow progress payments, but is under no obligation to do so and the specifics of the progress payments will be at the sole discretion of the COUNTY.

Service Greater than \$25,000: The CONSULTANT may receive periodic payments on a thirty (30) day interval for Service tasks completed during that period by the CONSULTANT and approved by the COUNTY. Retention of funds will be held in accordance with Florida Prompt Payment Act. The CONSULTANT shall submit a fully documented invoice that provides the basic information set forth below before the COUNTY provides payment.

The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate County using department. The COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.

9. Funding. In the event any part of this contract or the Service, is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements will be supplied to the CONSULTANT by the COUNTY upon request.

10. County Responsibilities. The COUNTY shall pay in accordance with the provisions set forth in this contract. The COUNTY retains the right to inspect all work to verify compliance with this contract.

**CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B**

Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

**11. Contract Documents.**

A. Definitions: For purposes of this contract, the term "contract documents" includes all bid documents, drawings, the Scope of Services, attachments to this contract, and provisions within this contract, along with any change orders or amendments to this contract. It is the intent of the contract documents to describe a functionally complete Service which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Service, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

B. Contract Documents: The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, will be provided or executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction or operation of the Service as herein specified, or should any error or disagreement between the specifications and drawings exist or appear to exist, CONSULTANT will not derive unjust benefit thereby, or use such disagreement counter to the best interests of the COUNTY. CONSULTANT will immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

C. Completion of the Scope of Services. CONSULTANT will give the work the attention necessary to assure the scheduled progress and will cooperate with the COUNTY and with other CONSULTANTS on the job site. All work will be done in accordance with the contract documents. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose. All material, workmanship, and equipment will be subject to the inspection and approval of the COUNTY.

12. Consultant Personnel. In submitting a proposal, the vendor is representing that each person listed or referenced in the proposal will be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the vendor must be able to promptly provide a qualified replacement. In the event the vendor wishes to substitute personnel, the vendor shall propose a person with equal or higher qualifications and each replacement person is subject to prior written COUNTY approval. In the event the requested substitute person is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to cancel the contract for cause.

**13. Changes in the Scope of Services.**

A. The COUNTY may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures make changes within the general scope of this contract. If additional work or other changes are required, an offer will be requested from the CONSULTANT. Upon

**CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B**

negotiation of the offer, execution and receipt of the Change Order, the CONSULTANT shall commence performance of the work as specified.

B. The CONSULTANT shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the CONSULTANT performs additional work beyond the specific requirements of this contract without an executed Change Order, it shall be at the CONSULTANT'S own risk. The COUNTY assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

14. Claims and Disputes.

A. Claims by CONSULTANT will be made in writing to the COUNTY within two business days after the commencement of the event giving rise to such claim or CONSULTANT will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in Work."

B. CONSULTANT will proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY will continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by CONSULTANT will be resolved in the following manner:

- i. Upon receiving the claim and supporting data, the COUNTY will within 15 calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONSULTANT will then have 15 calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is.
- ii. If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half the expense of mediation. If the COUNTY declines to mediate the dispute, CONSULTANT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.
- iii. Claims by the COUNTY against CONSULTANT will be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the COUNTY. CONSULTANT will respond in writing within 15 calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY will have the option to submit the matter to mediation as set forth in (C)(ii) above.
- iv. Arbitration will not be considered as a means of dispute resolution.
- v. No claim for damages or any claim other than for an extension of time will be made or asserted against the county by reason of any delays. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. CONSULTANT expressly acknowledges and agrees that CONSULTANT will receive no damages for delay. This provision will not preclude recovery or damages by CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT will



be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

15. Waiver of Claims. CONSULTANT'S acceptance of final payment will constitute a full waiver of any and all claims by the CONSULTANT against the COUNTY arising out of the contract or otherwise related to the Service, except those previously made in writing and identified by CONSULTANT as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY will be deemed a waiver of the COUNTY'S rights to enforce any continuing obligations of CONSULTANT or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

16. Recovery Rights Subsequent to Final Payment. The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of CONSULTANT be discovered after the final payment has been made, to claim and recover from CONSULTANT by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

17. Termination. This contract may be terminated by the COUNTY upon 10 calendar days advance written notice to the other party; but if any work, service, or task hereunder is in progress but not completed on the date of termination, then this contract may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience. In the event this contract is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 10 calendar day advance written notice, the COUNTY will reimburse CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of CONSULTANT will be excluded from the foregoing provision. Termination costs, if any, will not apply. The 10-calendar day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this contract will be canceled, and CONSULTANT will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this contract.

18. Assignment of Contract. This contract will not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve CONSULTANT of liability and obligations under this contract and all transactions with the COUNTY must be through CONSULTANT. Additionally, unless otherwise stipulated herein, CONSULTANT will notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this contract for default.

19. Insurance.

A. CONSULTANT will purchase and maintain at all times during the term of this contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the

**CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B**

CONSULTANT against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONSULTANT under the terms and provisions of the contract. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONSULTANT to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONSULTANT in accordance with the following minimum limits:

- i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

|                                   |                       |
|-----------------------------------|-----------------------|
| Each Occurrence/General Aggregate | \$1,000,000/2,000,000 |
| Products-Completed Operations     | \$2,000,000           |
| Personal & Adv. Injury            | \$1,000,000           |
| Fire Damage                       | \$50,000              |
| Medical Expense                   | \$5,000               |
| Contractual Liability Included    |                       |

- ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
- iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.
- iv. Employers Liability with the following minimum limits and coverage:

|                       |             |
|-----------------------|-------------|
| Each Accident         | \$1,000,000 |
| Disease-Each Employer | \$1,000,000 |
| Disease-Policy Limit  | \$1,000,000 |
- v. Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONSULTANT must provide a minimum of 30 days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONSULTANT must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND  
THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONSULTANT will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONSULTANT or subcontractor providing such insurance.

I. CONSULTANT will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, will relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

20. Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners and employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. Additionally, the CONSULTANT agrees to indemnify, and hold the COUNTY and its agents, officers, commissioners, and employees, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees, subconsultants, or representatives, in the performance of the CONSULTANT's duties as set forth in this contract.

21. Risk of Loss. CONSULTANT assumes the risk of loss of damage to the COUNTY'S property during possession of such property by CONSULTANT, and until delivery to and acceptance of that property to the COUNTY. CONSULTANT will immediately repair, replace, or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONSULTANT or a third party.

23. Independent CONSULTANT. The CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. Additionally, the CONSULTANT, its employees, contractors, and

subconsultants at no time will be considered as an officer, employee or agent of the State of Florida, DEO, or FDOT. The CONSULTANT will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

24. Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this contract, CONSULTANT will surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to CONSULTANT by the COUNTY pursuant to this contract.

25. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONSULTANT, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

26. Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this contract, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person will have any such interest at any time during the term of this contract unless approved by the COUNTY.

27. Retaining Other Consultants. Nothing herein will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this contract. While the COUNTY has listed all major items which are utilized by the COUNTY'S offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this contract. Under these circumstances, a COUNTY representative will contact CONSULTANT to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONSULTANT, another vendor or to acquire the items through a separate solicitation.

28. Accuracy. During this contract, CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished hereunder. CONSULTANT will, without additional compensation, correct or revise any errors, omissions, or other deficiencies in resulting from the services provided herein.

29. Right to Audit. The COUNTY reserves the right to require the CONSULTANT to submit to an audit, by any auditor of the COUNTY'S choosing. The CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this contract at its place of business during regular business hours. The CONSULTANT shall maintain and retain all books, records, and documents pertaining to this contract in accordance with generally accepted accounting procedures and practices and upon request make them available to the COUNTY for five (5) complete calendar years following expiration of the contract or all requirements of the DEO Agreement are satisfied, whichever is longer. The CONSULTANT agrees to

**CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B**

provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

If the CONSULTANT provides technology services, the CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONSULTANT'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONSULTANT.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit must be reimbursed to the COUNTY by the CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY's audit findings to the CONSULTANT.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONSULTANT in performance of any work under this contract.

CONSULTANT understands and agrees to comply with Section 20.055(5), Florida Statutes.

30. Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems or any other cause beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

31. Public Records

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT will comply with the Florida Public Records' laws, and will:

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.
- ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY 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 for by law.

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.
- iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**C. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT [PURCHASING@LAKECOUNTYFL.GOV](mailto:PURCHASING@LAKECOUNTYFL.GOV).**

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

32. This contract is governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this contract will lie in Lake County, Florida.

33. Neither party may assign any rights or obligations under this contract to any other party unless specific written permission from the other party is obtained.

34. This contract will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

35. This contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

36. The failure of any party hereto at any time to enforce any of the provisions of this contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, every provision of this contract.

37. During the term of this contract the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONSULTANT employees or applicants

**CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B**

for employment. The CONSULTANT understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance.

38. The CONSULTANT will at all times comply with all Federal, State and local laws, rules and regulations.

39. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five years. The COUNTY may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

40. With the consent of the CONSULTANT, other agencies may make purchases in accordance with the contract. Any such purchases will be governed by the same terms and conditions as stated herein except for a change in agency name. In addition, although this contract is specific to a County department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A contract modification will be issued by the COUNTY identifying the requirements of the additional County department(s).

41. The CONSULTANT will act as the prime CONSULTANT for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONSULTANT will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this contract. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors will be made without consent of the COUNTY. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

42. The invalidity or unenforceability of any particular provision of this contract will not affect the other provisions hereof, and this contract will be construed as if such invalid or unenforceable provisions were omitted.

43. This contract is intended by the parties hereto to be the final expression of their contract, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or contracts to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

44. Wherever provision is made in this contract for the giving, service or delivery of any notice, statement or other instrument, such notice will be in writing and will be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

**If to CONSULTANT:**

C.A.P. Government, Inc.  
Carlos A. Penin, President  
343 Almeria Avenue  
Coral Gables, FL 33134

**If to COUNTY:**

Lake County Manager  
315 West Main Street  
P.O. Box 7800  
Tavares, Florida 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

**CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B**

45. Scope of Contract. This contract is intended by the parties to be the final expression of their contract, and it constitutes the full and entire understanding between the parties with respect to the subject of this contract, notwithstanding any representations, statements, or contracts to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

This contract contains the following attachments, all of which are incorporated in this contract:

|           |                   |
|-----------|-------------------|
| Exhibit A | Scope of Services |
| Exhibit B | Pricing Sheet     |

[SIGNATURE PAGE FOLLOWS.]



CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B

IN WITNESS WHEREOF, the parties have signed this contract through their authorized representative on the dates under each signature:

C.A.P. GOVERNMENT, INC.

By: Carlos A. Penin  
Carlos A. Penin, President

This 15th day of November, 2021.

BOARD OF COUNTY COMMISSIONERS  
OF LAKE COUNTY, FLORIDA

Sam M. Parks, Chairman

This 21st day of December, 2021

ATTEST:

Gary J. Cooney  
Gary J. Cooney, Clerk  
Board of County Commissioners of  
Lake County, Florida



Approved as to form and legality:

Melanie Marsh  
Melanie Marsh, County Attorney

**Exhibit A  
Scope of Services**

**EXHIBIT A – SCOPE OF SERVICES**

**21-0937**

**Building Plan Review and Inspection Services (Not Engineering)**

**1. SCOPE OF SERVICES**

This is an indefinite quantity contract with no guarantee services will be required. There is no guaranteed minimum or maximum dollar amount or volume to be expended on any contracts resulting from this solicitation. Quantities are estimates only and not a guaranteed quantity to be expended under any resulting contract.

**1.1. Background**

The Lake County Office of Building Services is requesting proposals from qualified and experienced vendors to perform building, electrical, mechanical, plumbing, and fire safety inspections and plan review services as required by Chapter 553, Florida Statutes. The individuals performing the duties must be licensed or certified as required by Part XII, Chapter 468 Florida Statutes and Chapter 633, Florida Statutes.

**1.2. Project Scope**

Lake County desires to contract for Plans Examiner and Inspection services on an as needed and ongoing basis to perform commercial, residential and accessory structure plan reviews and residential and commercial building inspections (building, roofing, plumbing, gas, electric, mechanical HVAC, fire safety) for structures in which permits have been applied for or issued by the County. These services shall be utilized by developers, builders and citizens desiring or needing plan review and inspections. The County reserves the right to award to more than one vendor. The vendors will act as an as-needed independent contractor and not as an employee of the County.

**1.3. Qualifications of Personnel**

**a. Plans Examiners**

Each plans examiner must maintain a current, active Building, Electrical, Mechanical and Plumbing Plans Examiner License from the State of Florida, Department of Business and Profession Regulation, or be an Architect or Engineer that is registered with the State of Florida. The estimated annual need for these services is two hundred fifty (250) hours.

**b. Inspectors**

Each inspector must maintain a current, active license from the State of Florida, Department of Business and Professional Regulation in one or more of the following categories:

- 1 & 2 Family Dwelling Inspector License;
- Building Inspector License;
- Building plus One Trade (Electrical, Mechanical, or Plumbing) Inspector License;
- Building, 1 & 2 Family Dwelling, Electrical, Mechanical, and Plumbing Inspector License.

Or the inspectors may be an Architect or Engineer registered with the State of Florida.

The County will state in its request for service which type of inspector is required. Should the requested type of inspector not be available, and the vendor provides a higher licensed inspector, the County will be invoiced at the lower inspector rate. The estimated annual need for these services is one thousand (1,000) hours.

**c. Fire Safety Plans Examiner and Inspector**

Page 1 of 3

**EXHIBIT A – SCOPE OF SERVICES**

**21-0937**

**Building Plan Review and Inspection Services (Not Engineering)**

Each plans examiner and inspector must maintain current, active Fire Safety licenses certified by the Division of State Fire Marshal as required by Chapter 633, Florida Statutes.

The estimated annual need for these services is one hundred twenty-five (125) hours for fire safety plans examiner and one hundred twenty-five (125) hours for fire inspector.

**1.4. Responsibilities of Vendor**

- a. Review and process construction plans for issuance of building permits on an as-needed basis. Inspection and plans review services must include, but not be limited to building, roofing, mechanical (HVAC), plumbing, structural, electrical, fire safety, as well as providing all administrative documentation as required by the County.
- b. Inspect permitted construction within the County for compliance with the current Florida Building Code, National Electric Code, Florida Fire Prevention Code, County codes and ordinances and permitted plans and specifications.
- c. Prepare and deliver to Lake County written reports of inspections and investigations of complaints and other reports as may be reasonably requested by the County. High quality electronic copies are acceptable; file type must be compatible with Lake County. County inspection forms and processes must be used as well as entering information into the software used by the Building Services Division.
- d. Contact contractors, architects, engineers and citizens about construction projects, code questions and other concerns.
- e. Perform other duties related to or incidental to inspectors and plans reviewers' primary duties as described and that the County may from time to time assign. The duties and responsibilities may change from time to time. These duties may include, but not be limited to, Housing Standard Inspections.
- f. As workload expands it is expected that the workforce will be increased so that scheduled daily inspections are completed that day. As workload varies, it is expected that the vendor's workforce is adjusted in a like manner so that scheduled daily inspections are completed each day.
- g. Perform these duties during normal business hours of 7:30 AM to 5:30 PM, Monday through Friday, or as may be altered with mutual agreement.
- h. In the event of a hurricane/emergency, the vendor will provide emergency twenty-four (24) hour Building Code services to survey damage to structures.
- i. A representative of the vendor must attend one (1) monthly meeting to maintain consistency; attendance will be at no additional cost to the County.

**1.5. Operational Procedures**

The County will contact the vendor by email specifying the number of inspectors, plans examiners and the approximate hours or days that will be needed.

The vendor will be required to provide the requested inspection and plans review services within twenty-four (24) hours of receiving the email from the County requesting such services.

**1.6. County Assistance to be Provided and Report Preparation**

Page 2 of 3

**EXHIBIT A – SCOPE OF SERVICES**

**21-0937**

**Building Plan Review and Inspection Services (Not Engineering)**

- a. The County will provide office space, desks, desk chairs, file cabinets, local phone service and use of a photocopier, fax machine, scanners, computers and county software during the term of contract. The individual or vendor will be responsible for its long-distance phone charges other than those related to County business, office supplies and other equipment necessary for the performance of its responsibilities.
- b. The County will provide permitting staff for the processing of applications and issuance of permits. County staff will collect all fees and maintain records associated with application, reviews, and inspections of permitted structures or activities.
- c. The County provides the zoning staff to perform plot plan review and issuance of zoning clearances.
- d. The County will retain all records and documents. The vendor is permitted to make and maintain duplicate copies of the files, record, and documents at their own expense; however, in no way will the confidentiality as permitted by applicable law be breached.
- e. Training and cost of training is the responsibility of the Vendor.

**1.7. Special Conditions of Proposed Contract**

**a. Permits, Taxes, Licenses, Insurance**

The vendor must, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to the contract.

**b. Laws and Ordinances**

The vendor must observe and comply with all Federal, State and Local laws, ordinances, rules, regulations and professional standards that would apply to the contract.

**c. Selling, Transferring or Assigning of Contract**

No contract awarded under these terms, conditions and specifications will be sold, transferred, or assigned without the written approval of the County.

**d. Addition or Deletion of Services**

The County may require additional services that may not be specifically listed in the RFP. The vendor agrees to provide such services and must provide the County with prices on such additional items based on a formula or method that is the same as, or similar to that used in establishing the prices in this RFP. If the prices or contractual terms offered are not acceptable to the County and the situation cannot be resolved to the satisfaction of the County, the County reserves the right to procure those items from other vendors.

**e. Continuity of Inspections**

For each discipline (building, plumbing, electrical, fire safety, or mechanical HVAC), there will be no more than two (2) individual inspectors providing inspections for each project.

*[The remainder of this page intentionally left blank]*

**CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B**

**Exhibit B  
Pricing Sheet**

**ATTACHMENT 2 - REVISED PRICING SHEET**

**21-0937**

**Building Plan Review Inspection Services**

| ITEM # | ITEM DESCRIPTION                                                                | HOURLY RATE | DAILY RATE |
|--------|---------------------------------------------------------------------------------|-------------|------------|
| 1      | Plans Reviewer                                                                  | \$100.00    | \$800.00   |
| 2      | Plans Review by A/E                                                             | \$105.00    | \$840.00   |
| 3      | 1&2 Family Dwelling Inspector                                                   | \$90.00     | \$720.00   |
| 4      | Building Inspector                                                              | \$85.00     | \$680.00   |
| 5      | Building Plus One Trade Inspector                                               | \$85.00     | \$680.00   |
| 6      | Building, 1 & 2 Family Dwelling, Electrical, Mechanical, and Plumbing Inspector | \$90.00     | \$720.00   |
| 7      | Inspections by A/E                                                              | \$95.00     | \$760.00   |
| 8      | Fire Plans Reviewer Services                                                    | \$95.00     | \$760.00   |
| 9      | Fire Inspector                                                                  | \$90.00     | \$720.00   |

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.

This is an indefinite quantity contract with no guarantee use of services. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.



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

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**DATE:** December 17, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Adoption of **Resolution No. 2024-41**, Southern Off-Road Bicycle Association (SORBA) Contract & Trail Improvements

---

**Introduction:**

This is a request for City Council to review and approve Resolution No. 2024-41, Southern Off-Road Bicycle Association (SORBA) Contract.

**Discussion:**

The City of Mount Dora has had a long-standing partnership with Ocala Mountain Bike Association (OMBA), a not-for-profit corporation under the laws of the State of Florida, dating back to 2010 for the construction, use, and maintenance of the mountain bike trail located within Lincoln and Nature Park. Recently, OMBA, City staff, and Southern Off-Road Bicycle Association (SORBA) have engaged in conversations regarding the future of the trails. Although the agreement has been beneficial for years, the trail boss and workers are all local residents that fall under the umbrella of OMBA. Funding and donations also come from a majority of local residents who have a passion for mountain biking. These leaders of the trail saw a benefit in moving to SORBA. During discussions, it became apparent to staff that SORBA would be able to offer more to the upkeep and funding of the trails.

Florida Statute 316.0085 encourages governmental owners or lessees of property to make land available to the public for mountain and off-road bicycling without the exposure to liability from lawsuits and prohibitive cost of insurance. The statute also recognizes the risks and dangers that are inherent of these activities and recognizes those risks and dangers that are assumed by those participating in such activities.

On a side note, neighboring residents have contacted City staff to address drainage issues (most recently impeded by Hurricane Milton) for areas surrounding the Mountain Bike site. City Public Works staff is reviewing drainage and erosion in this area. The City is committed to addressing the stormwater runoff and impacts in the coming months. There is a 9th Ave. drainage project that is funded under Public Works for the 2024-25 fiscal year.

Also, neighboring residents have expressed interest in dog walking trails. Because of conflict of use and safety issues with mountain bike riders and walkers with dogs, City staff is creating a separate "dog" trail. This trail is already in the works and phase one should be completed in the next few months. The President of SORBA is also aware of the need for separate trails and has agreed to help in that process.

**Budget Impact:**

The upkeep of the trail and cost associated is paid for by Ocala Mountain Bike Association. Under this new agreement, that responsibility would move to the Southern Off-Road Bicycle Association.

**Strategic Impact:**

The City recognizes the value of its ongoing partnership with the Southern Off-Road Bicycle Association. The mountain bike trail greatly impacts the community and is becoming a premier amenity in the Southeast area. It also encourages ecotourism.

GOAL 1: Economic Development

Objective 1.4. Promote tourism by Enhancing Mount Dora as a Destination

1.4.1. Advertise the trails, downtown Wi-Fi, waterfront, and other city amenities that draw tourists and visitors

GOAL 2: Infrastructure / Public Safety

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

2.3.1. Enhance connectivity and accessibility

2.3.2. Increase engagement and collaboration with residents

2.3.4. Invest in an equitable Parks system

2.3.5. Advertise recreational activities for all ages and abilities

**Recommendation:**

City Council to adopt Resolution No. 2024-41.

**Attachment(s):**

1. Attachment 1 Vicinity Map
2. Attachment 2 SORBA Letter
3. Attachment 3 Executed Resolution No 2020-75 with Agreement
4. Attachment 4 Florida Statutes\_Mountain Bicycling
5. 12.17.2024.SORBA.Reso No. 2024-41.BIKE PATH RESOLUTION final
6. 12.17.2024.SORBA.Bikepath Agreement (v4)
7. 12.17.2024.SORBA Agreement Exhibit A.Trail Boundary Map

Prepared by: Jennifer Schwarz, Operations Manager  
Reviewed by: Troy Shonk, Parks & Recreation Director  
Matthew Dodson, Budget Officer  
Rita Meade, Finance Director

Approved - 12/5/2024  
Approved - 12/5/2024  
Approved - 12/5/2024

City Attorney,  
Jeanann Hand, City Clerk  
Vince Sandersfeld, City Manager

Approved - 12/5/2024  
Approved - 12/5/2024  
Final Approval - 12/5/2024







## SORBA Orlando and the Mount Dora Trail

My name is Susan Van Bernum, President of SORBA Orlando since 2018. SORBA Orlando is a Chapter of SORBA (Southern Off-Road Bicycle Association). SORBA and its forty-seven Chapters are 501c3 organizations with organizations in Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina, and Tennessee. There are over 10,000 members spanning SORBA's 47 chapters.

Through advocacy, education, and resource sharing, SORBA and its forty-seven chapters envision a future where mountain biking is at the center of healthy, economically vibrant, and environmentally sustainable communities throughout the Southeast, with well-planned, accessible, and progressive trail systems. Volunteers donate thousands of hours each year to advocate for trail access, raise funds for trail development, build trails, and maintain trails.

SORBA Orlando, which was established in 2013, currently has seven trails in the central Florida area that we build and maintain. We have long admired the work of OMBA and the Mt. Dora trail.

At a previous meeting, all six members of the SORBA Orlando Board of Directors voted unanimously that we would like to adopt the Mt. Dora trail system. We know that we have the resources and the volunteers to help maintain the Mt. Dora Trail and the possibilities for future development and/or expansion if allowed. This will all be possible with the acceptance by OMBA and the City of Mt. Dora. Once adopted by SORBA Orlando, we can provide liability insurance for trail maintenance and chapter activities through the SORBA Insurance policy and adopt an MOU with the City of Mt. Dora, solidifying the relationship between SORBA Orlando and the trail system.

We look forward to the opportunity to support the trails and to grow the influence of SORBA Orlando.

Thank you,

Sue Van Bernum

A handwritten signature in black ink, which appears to read 'Sue van Bernum', followed by the date '10/11/2024' written in a similar cursive style.



**RESOLUTION NO. 2020-75**

**A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO AMENDED AND RESTATED AGREEMENT WITH OCALA MOUNTAIN BIKE ASSOCIATION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, since 2010, the City and the Ocala Mountain Bike Association Inc., have enjoyed a relationship of cooperation related to the use and maintenance of the mountain bike trail located in Lincoln Recreation/Nature Park; and

**WHEREAS**, the City of Mount Dora and Ocala Mountain Bike Association, Inc., have determined that it is in their mutual best interest to amend and restate the terms and conditions of the existing agreement in order to accommodate necessary changes and new aspects of their relationship.

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

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

**SECTION 2. Approval of Agreements and Authorization to Execute.** The Amended and Restated Agreement between the City of Mount Dora and the Ocala Mountain Bike Association, Inc., attached hereto as **Exhibit "A"** is hereby approved. The Mayor is hereby authorized to execute the Development Agreement on behalf of the City.

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

**SECTION 3. Savings Clause.** All prior actions of the City of Mount Dora pertaining to the Agreement with Ocala Mountain Bike Association, Inc., as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

ATTACHMENT #3

**SECTION 4. 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 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.

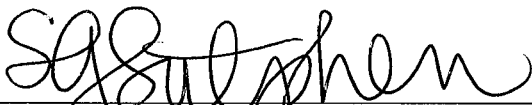
**PASSED AND ADOPTED this 3<sup>rd</sup> day of November, 2020.**

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

ATTEST:

  
\_\_\_\_\_  
**GWEN KEOUGH-JOHNS, MMC**  
**CITY CLERK**

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

  
\_\_\_\_\_  
**Sherry G. Sutphen, City Attorney**

ATTACHMENT #3

**Exhibit "A"**

Amended and Restated Agreement  
Between City of Mount Dora and  
Ocala Mountain Bike Association, Inc.

**AMENDED AND RESTATED AGREEMENT  
BETWEEN THE CITY OF MOUNT DORA  
AND OCALA MOUNTAIN BIKE ASSOCIATION**

**THIS AMENDED AND RESTATED AGREEMENT** is made and entered into by and between the City of Mount Dora, Florida, a Florida municipal corporation, 510 North Baker Street, Mount Dora, Florida 32757 (City), and the Ocala Mountain Bike Association, Inc., a Florida nonprofit corporation (OMBA), 8725 Southeast 25th Avenue, Belleview, Florida 33480.

**WITNESSETH:**

**WHEREAS**, the parties entered into an Agreement in August of 2010, related to the construction, use and maintenance of a mountain bike trail in Lincoln Recreation/Nature Park (Park) which is owned by the City; and

**WHEREAS**, since 2010, the parties have enjoyed a successful relationship related to the use and maintenance of the mountain bike trail constructed in the Park; and

**WHEREAS**, the parties have determined that it is in the mutual best interest to amend and restate the terms of their Agreement to accommodate necessary changes and new aspects of their relationship.

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

**1. PURPOSE AND INTENT.**

a. The purpose of this Agreement is to establish a framework of cooperation for the expansion, use and maintenance of the mountain bike trail on the Park.

b. OMBA is dedicated to representing the common interests of mountain bikers in the community. The sport of mountain biking includes multiple disciplines that are often referred to by other names, including freestyle and off-road bicycling as set forth in Florida Statutes, Section 316.0085. Throughout this Agreement, the terms "Mountain Bike or Mountain Biking" shall be used as inclusive of all statutorily permitted forms of off-road cycling which can be performed on the bike trail as constructed and expanded in the Park.

c. The City is dedicated to providing for the recreational needs of the citizens and visitors to the City of Mount Dora and to enhancing the quality of public open space in a manner that is environmentally responsible and consistent with the Recreation and Open Space Element of the City's Comprehensive Plan.

d. Efforts of OMBA to expand and maintain the mountain bike trail in the Park will enhance the level of recreational services provided by the City and is in the best interests of the public.

2. **TERM AND RE-EVALUATION.**

a. The Term of this Agreement shall extend for a period of ten (10) years from the date of execution and shall automatically renew for like periods unless sooner terminated by one of the parties in accordance herewith.

b. At least every two years, or more frequently as determined by the parties, the City and OMBA shall meet to review the terms of this Agreement. If either party gives the other written notice to set a re-evaluation meeting under this sub-paragraph, the other party shall fully cooperate, and a meeting shall be set as soon as practicable. In no event shall the meeting occur more than ninety (90) days after written notice has been given to the other party unless both parties otherwise agree. Any amendments to this Agreement, shall be made in accordance with the provisions hereof. Either party may terminate this Agreement by providing at least one hundred eighty (180) days written notice to the other party.

3. **USE, MANAGEMENT AND EXPANSION OF PARK.**

a. The area depicted in **Exhibit "A"** attached hereto is located in the Park (hereinafter referred to as the Premises) and may be utilized by OMBA for a Mountain Bike trail system, Mountain Biking activities and Mountain Bike related purposes.

b. OMBA shall only utilize volunteers who have been approved through the volunteer process established by the City to maintain and manage the Premises in a safe and appropriate condition and shall not encourage use of the Premises which in any way hinder or impedes City or public use of the portions of the Park that are not encumbered by the Mountain Bike trail system Premises.

c. OMBA understands the inherent risk associated with participation in Mountain Biking activities. The City will place safety signage at its sole cost and expense and OMBA agrees that it will be responsible for notifying the City of the need to replace and/or maintain any safety signage that has been posted throughout the Premises. OMBA agrees that the following minimum required safety signage shall be posted at any and all entrance points of the Premises and along the trail as appropriate:

**THERE IS AN INHERENT RISK ASSOCIATED WITH MOUNTAIN BIKING ACTIVITIES. PARTICIPANTS ASSUME ALL KNOWN AND UNKNOWN RISK REGARDLESS OF AGE AND SHALL BE LEGALLY RESPONSIBLE FOR ALL DAMAGES, INJURY OR DEATH, TO HIMSELF OR HERSELF, WHICH IN ANY WAY RESULTS FROM THE ACTIVITIES. A PARENT OR GUARDIAN OF A CHILD WHO IS 17 YEARS OF AGE OR YOUNGER MUST PROVIDE WRITTEN CONSENT TO THE CITY OF MOUNT DORA, PURSUANT TO FLORIDA STATUTES, CHAPTER 316, PRIOR TO SUCH MINOR CHILD'S PARTICIPATION IN MOUNTAIN BIKING**

**ACTIVITIES ON CITY OF MOUNT DORA PROPERTY**

d. The City will place at its sole cost and expense any and all additional directional signage necessary to inform trail users of the rules for usage of the Mountain Biking trail system and to warn of any dangerous condition of which a participant could not reasonably be expected to have notice. The OMBA agrees that it will be responsible for notifying the City of the need to replace and/or maintain any directional signage that has been posted throughout the Premises.

e. Any future expansion, alteration, modification or re-route of the trail system which is contained wholly within the Premises shall be permitted so long as OMBA provides the City with at least thirty (30) days written notice of the desired change. In the event the City has any concerns with the proposed change, it shall notify OMBA at any time within the thirty (30) day period. The City reserves the right, in its sole discretion, to deny a requested change of the Premises. Upon completion of any such future expansion of the trail system, located on the Premises, shall be used, maintained and managed in accordance with the terms and conditions hereof.

f. During any and all expansion, alteration, modification or re-route of the Premises, OMBA shall ensure that any natural areas such as wetlands, stormwater treatment areas and native plant and/or animal habitats will be protected and excluded from construction for Mountain Bike trail purposes.

g. OMBA shall supply, at its sole cost and expense, all equipment, tools, materials and/or supplies required to for use, management and maintenance of the Premises as well as any expansion, alteration or modification of the Premises, unless otherwise specified in this Agreement or agreed to in writing. OMBA may maintain a storage shed on the Premises to store equipment and tools. In the event OMBA fails to maintain said storage shed in good repair and in a safe condition, with no rotting boards, roofing or siding and no peeling or fading paint, the City may remove the storage shed and dispose of the same in any manner which it deems appropriate provided reasonable notice was provided to OMBA.

h. Using equipment in an unsafe manner, performing work in a careless and unsafe manner, and engaging in any disorderly conduct or criminal conduct while on City property is prohibited.

i. OMBA shall regularly inspect the Premises to ensure that unsafe conditions are repaired and that proper notice is always posted related to known hazards. Features not meeting safety standards shall be temporarily closed until any deficiencies can be corrected. OMBA shall keep a maintenance log listing the condition of all features on the premises and any and all repairs, alterations or work completed related to the Premises. OMBA shall make such maintenance logs available to the City immediately upon request.



### ATTACHMENT #3

j. In order to inform users concerning the difficulty of the different mountain biking trails on the Premises, OMBA will create and maintain a marking system so that all trails are marked by color and according to the general level of difficulty of the trail. Trail designations may need to change from time to time depending upon natural changes in the landscape due to use, erosion, growth of trees and foliage, and/or falling debris such as branches or trees and OMBA agrees to maintain the marking system for each trail current and up to date at all times.

k. OMBA shall promote proper trail etiquette and instruction to its members and other trail users to encourage safe and responsible trail usage and to prevent user conflict. The OMBA shall promote good sportsmanship to all member participants.

l. OMBA must continue to operate as a non-profit corporation under the laws of the State of Florida at all times during the Term of this Agreement.

#### 4. INSURANCE REQUIREMENTS OF OMBA.

a. OMBA shall maintain General Liability and such other types of insurance, as are deemed necessary and appropriate, in amounts acceptable to the City and shall provide proof of same to the City, in the form of a Certificate of Insurance. For every insurance policy required hereunder, OMBA shall provide the CITY with a Certificate of Insurance evidencing such valid coverage at all times for the duration of this Agreement. Said Certificate(s) of Insurance shall be dated and show:

1. The name of the insured (OMBA);
2. List the "CITY OF MOUNT DORA" as a Certificate Holder;
3. Recognizes the Indemnification requirements of this Agreement;
4. The name of the insurer;
5. The number of the policy;
6. The effective date;
7. The termination date;
8. 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.

b. The City's receipt of certificates or other documentation of insurance or policies or copies of policies shall not constitute a waiver of the City's right to require additional insurance coverage from OMBA or any other obligation OMBA to fulfill the insurance requirements specified herein.

c. Any and all contractors, volunteers, or the like, performing any of the duties and responsibilities for OMBA as set forth in this Agreement, must maintain or be adequately covered under an insurance policy or policies in order to perform any such duties and responsibilities. In addition, OMBA shall maintain proof of such insurance coverage and made the same readily available upon request by the City.

**5. RESPONSIBILITIES AND RIGHTS OF CITY.**

a. The City shall retain full right to seek grants related to the Premises and to allow outside agencies to assist with or utilize the Premises.

b. The City shall have the authority to close any portion or portions of the Premises or Mountain Bike trail system at any time in its sole discretion if it believes that OMBA is in breach of this Agreement.

c. This Agreement shall in no way restrict the City from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals or entering into similar agreements with such other entities or individuals in the Park or on other City owned property.

d. This Agreement in no way creates any possessory, ownership or leasehold interest held by OMBA in the Park, the Premises or any of the improvements made in the construction, expansion, maintenance, repair or modification of the Mountain Bike trails located thereon.

e. The City shall have the right, but not the obligation, to assist OMBA in any way which it deems appropriate in furtherance of the purpose and intent of this Agreement. In the event the City provides any assistance whatsoever to OMBA in furtherance of the purpose and intent of this Agreement, OMBA shall in no way be relieved of its obligations hereunder.

f. The City shall have the right, but not the obligation, to assist OMBA with production of the signage required hereunder. In the event the City provides assistance with the production of any signage required hereunder, OMBA shall in no way be relieved of its obligation to provide signage or ensure that proper signage is posted on the Premises at all times.

g. The City shall have the right, but not the obligation, to provide trail materials, including but not limited to mulch, clay, dirt or rock, to OMBA for maintenance purposes. In the event the City provides any such trail materials, OMBA shall in no way be relieved of its obligation to provide maintenance of the Premises or ensure that the Premises are properly maintained at all times.

**6. FUND AVAILABILITY.**

Any assistance provided by the City to OMBA as set forth above shall be subject to the appropriation of funds by the City.

**7. 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

### ATTACHMENT #3

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.

#### **8. 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.

#### **9. PUBLIC RECORDS.**

a. Pursuant to Florida Statutes, Section 119.0701:

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

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

b. OMBA 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 OMBA 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 OMBA or keep and maintain public records required by the City to perform the services set forth herein. If OMBA transfers all public records to the City upon completion of the contract, OMBA shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If OMBA keeps and maintains public records upon completion of the contract, OMBA 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.

**9. INDEPENDENT CORPORATION.**

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the OMBA, its employees, contractors, representatives, volunteers, and the like, will be an independent 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. OMBA will retain sole and absolute discretion in the judgment of the manner and means of carrying out OMBA's activities and responsibilities hereunder.

**10. COMPLIANCE WITH ALL LAWS.**

OMBA, 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.

**12. INDEMNIFICATION.**

OMBA agrees to be liable for any and all damages, losses, and expenses incurred, by the City, which are in any way related to this Agreement, and which are caused by the acts and/or omissions of OMBA, or any of its employees, agents, contractors, representatives, volunteers, invitees or the like. OMBA agrees to indemnify, defend and hold the City harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of OMBA, or any of its employees, agents, contractors, representatives, volunteers, invitees or the like through and including any appeals in any way related to this Agreement. Said indemnification, defense, and hold harmless requirements SHALL NOT be limited by any insurance coverage amounts set forth herein and such indemnification requirements shall survive termination or natural termination of this Agreement.

**13. BANKRUPTCY OR INSOLVENCY.**

If OMBA 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 OMBA shall be appointed

in any proceeding brought by or against OMBA, or if OMBA shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against OMBA's operations of the premises, the City may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

**14. 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.

**15. ASSIGNMENT.**

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

**16. 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.

**17. WAIVER.**

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

**18. 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 OMBA. All notices required and/or made pursuant to this Agreement to be given to the City and OMBA 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 or with respect to OMBA to such other individual and address as OMBA provides to the City from time to time in writing based on the changes in leadership for OMBA:

CITY: City of Mount Dora

## ATTACHMENT #3

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

*with copy to:* City Attorney  
Bell & Roper, P.A.  
2707 E. Jefferson Street  
Orlando, Florida 32803

OMBA: Ocala Mountain Bike Association, Inc.  
Chris DeLibro  
P.O. Box 2558  
Bellevue, Florida 34421-2558

### 19. **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.

### 20. **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.

### 21. **ADMINISTRATIVE DOCUMENTATION CONFLICT.**

With the exception of any City authorized future expansion, alteration, modification or re-route of the trail system which is contained wholly within the Premises as set forth in Section 3.f, of this Agreement or updated contact information as set forth in Section 18, of this Agreement, is hereby specifically agreed and understood that any purchase order, memorandum, letter, or any other instrument addressing this Agreement, 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, with the exception of any City authorized future expansion, alteration, modification or re-route of the trail system which is contained wholly within the Premises as set forth in Section 3.f, of this Agreement or updated contact information as set forth in Section 18, of this Agreement, any instrument issued by OMBA shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

### 22. **JOINT AUTHORSHIP.**

### ATTACHMENT #3

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.

#### **23. AUDITING, RECORDS, AND INSPECTION.**

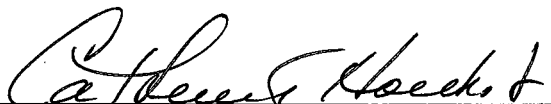
In the performance of this Agreement, OMBA shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting and other record keeping procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance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

#### **24. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.**

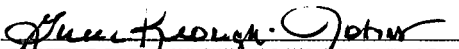
It is agreed and understood that OMBA may only use the City's name, logo, seal and/or flag with the express written permission of the City and consistent with any City policy related to the same. In addition, OMBA shall not use the City's letterhead, or any attempted rendition thereof, for issuing any 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 the \_\_\_\_ day of \_\_\_\_\_, 2020.

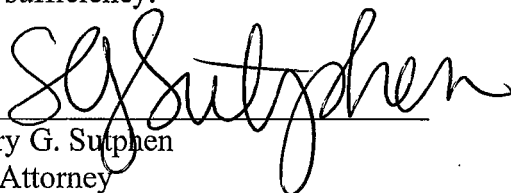
**CITY OF MOUNT DORA**

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

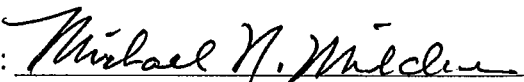
ATTEST:

  
GWEN KEOUGH-JOHNS, MMC  
CITY CLERK

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

  
Sherry G. Sutphen  
City Attorney

OCALA MOUNTAIN BIKE ASSOCIATION

By: 

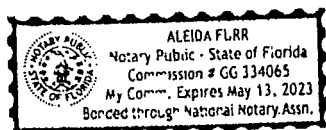
Print: Michael N. MILDNER

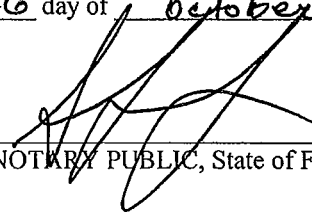
Title: PRESIDENT, OMBA

STATE OF FLORIDA  
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online  
notarization of Michael Mildner as President, of Ocala Mountain Bike  
Association, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby  
bind OMBA, and who is personally known to me or who produced Personally known, as  
identification, and who did/did not take an oath this 26 day of October, 2020.

(stamp)



  
NOTARY PUBLIC, State of Florida



# ATTACHMENT 4

## The 2019 Florida Statutes

### Title XXIII

#### MOTOR VEHICLES

### Chapter 316

#### STATE UNIFORM TRAFFIC CONTROL

#### **316.0085 Skateboarding; inline skating; freestyle or mountain and off-road bicycling; paintball; definitions; liability.—**

(1) The purpose of this section is to encourage governmental owners or lessees of property to make land available to the public for skateboarding, inline skating, paintball, and freestyle or mountain and off-road bicycling. It is recognized that governmental owners or lessees of property have failed to make property available for such activities because of the exposure to liability from lawsuits and the prohibitive cost of insurance, if insurance can be obtained for such activities. It is also recognized that risks and dangers are inherent in these activities, which risks and dangers should be assumed by those participating in such activities.

(2) As used in this section, the term:

(a) “Governmental entity” means:

1. The United States, the State of Florida, any county or municipality, or any department, agency, or other instrumentality thereof.
2. Any school board, special district, authority, or other entity exercising governmental authority.

(b) “Inherent risk” means those dangers or conditions that are characteristic of, intrinsic to, or an integral part of skateboarding, inline skating, paintball, and freestyle or mountain and off-road bicycling.

(3)(a) This section does not grant authority or permission for a person to engage in skateboarding, inline skating, paintball, or freestyle or mountain and off-road bicycling on property owned or controlled by a governmental entity unless such governmental entity has specifically designated such area for skateboarding, inline skating, paintball, or freestyle or mountain and off-road bicycling. Each governmental entity shall post a rule in each specifically designated area that identifies all authorized activities.

## ATTACHMENT #4

(b) Each governmental entity shall post a rule in each specifically designated area for paintball or mountain and off-road bicycling which indicates that a child under 17 years of age may not engage in such activities until the governmental entity has obtained written consent, in a form acceptable to the governmental entity, from the child's parent or legal guardian.

(4) A governmental entity or public employee is not liable to any person who voluntarily participates in skateboarding, inline skating, paintball, or freestyle or mountain and off-road bicycling for any damage or injury to property or persons which arises out of a person's participation in such activity, and which takes place in an area designated for such activity.

(5) This section does not limit liability that would otherwise exist for any of the following:

(a) The failure of the governmental entity or public employee to guard against or warn of a dangerous condition of which a participant does not and cannot reasonably be expected to have notice.

(b) An act of gross negligence by the governmental entity or public employee that is the proximate cause of the injury.

(c) The failure of a governmental entity that provides a designated area for paintball or mountain and off-road bicycling to obtain the written consent, in a form acceptable to the governmental entity, from the parents or legal guardians of any child under 17 years of age before allowing such child to participate in paintball or mountain and off-road bicycling in such designated area, unless that child's participation is in violation of posted rules governing the authorized use of the designated area, except that a parent or legal guardian must demonstrate that written consent to engage in mountain or off-road bicycling in a designated area was provided to the governmental entity before entering the designated area.

Nothing in this subsection creates a duty of care or basis of liability for death, personal injury, or damage to personal property. Nothing in this section shall be deemed to be a waiver of sovereign immunity under any circumstances.

(6) Nothing in this section shall limit the liability of an independent concessionaire, or any person or organization other than a governmental entity or public employee, whether or not the person or organization has a contractual relationship with a governmental entity to use the public property, for injuries or damages suffered in any case as a result of the operation of skateboards, inline

## ATTACHMENT #4

skates, paintball equipment, or freestyle or mountain and off-road bicycles on public property by the concessionaire, person, or organization.

(7)(a) Any person who participates in or assists in skateboarding, inline skating, paintball, or freestyle or mountain and off-road bicycling assumes the known and unknown inherent risks in these activities irrespective of age, and is legally responsible for all damages, injury, or death to himself or herself or other persons or property which result from these activities. Any person who observes skateboarding, inline skating, paintball, or freestyle or mountain or off-road bicycling assumes the known and unknown inherent risks in these activities irrespective of age, and is legally responsible for all damages, injury, or death to himself or herself which result from these activities. A governmental entity that sponsors, allows, or permits skateboarding, inline skating, paintball, or freestyle or mountain or off-road bicycling on its property is not required to eliminate, alter, or control the inherent risks in these activities.

(b) While engaged in skateboarding, inline skating, paintball, or freestyle or mountain or off-road bicycling, irrespective of where such activities occur, a participant is responsible for doing all of the following:

1. Acting within the limits of his or her ability and the purpose and design of the equipment used.
2. Maintaining control of his or her person and the equipment used.
3. Refraining from acting in any manner which may cause or contribute to death or injury of himself or herself, or other persons.

Failure to comply with the requirements of this paragraph shall constitute negligence.

(8) The fact that a governmental entity carries insurance which covers any act described in this section shall not constitute a waiver of the protections set forth in this section, regardless of the existence or limits of such coverage.

History.—s. 1, ch. 99-133; s. 1, ch. 2004-288; s. 7, ch. 2006-290; s. 1, ch. 2015-48.

**RESOLUTION NO. 2024-41**

**A RESOLUTION OF THE CITY OF MOUNT DORA,  
FLORIDA PERTAINING TO THE AGREEMENT WITH  
SOUTHERN OFF-ROAD BICYCLE ASSOCIATION  
ORLANDO; PROVIDING FOR LEGISLATIVE  
FINDINGS AND INTENT; PROVIDING FOR  
APPROVAL OF AGREEMENT AND AUTHORIZATION  
TO EXECUTE; PROVIDING FOR THE  
IMPLEMENTATION OF ADMINISTRATIVE  
ACTIONS; PROVIDING A SAVINGS CLAUSE;  
PROVIDING FOR SCRIVENER'S ERRORS;  
PROVIDING FOR CONFLICTS; PROVIDING FOR  
SEVERABILITY; AND PROVIDING AN EFFECTIVE  
DATE.**

**WHEREAS**, the parties are entering into this Agreement for the purpose of and related to the construction, use and maintenance of a mountain bike trail in Lincoln Recreation/Nature Park (Park) which is owned by the City; and

**WHEREAS**, the City finds that with SORBA's specialized knowledge and experience will ensure the trails are properly maintained and efficiently address issues including, but not limited to, trail design, erosion control, and proper safety features; and

**WHEREAS**, the City finds that entering into this Agreement with SORBA will aid in maintaining a higher standard of quality, ensuring that the trails are regularly checked, repaired, and upgraded as necessary.

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

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

**SECTION 2. Approval of Agreements and Authorization to Execute.** The Agreement between the City of Mount Dora and Southern Off-Road Bicycle Association Orlando, attached hereto as Exhibit "A" is hereby approved. The Mayor is hereby authorized to execute the Development Agreement on behalf of the City.

**SECTION 3. Implementing Administrative Actions.** The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate,

necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

**SECTION 4. Savings Clause.** All prior actions of the City of Mount Dora pertaining to the Agreement with Southern Off-Road Bicycle Association Orlando, 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 December, 2024.**

---

**JAMES HOMICH**  
**MAYOR of the City of Mount Dora**

ATTEST:

---

**JEANANN HAND**  
City Clerk

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

---

Patrick A. Brackins, City Attorney

**Prepared by and Return to:**  
Patrick A. Brackins, Esq.  
Shepard, Smith, Hand, & Brackins, P.A.  
2300 Maitland Center Parkway, Suite 100  
Maitland, Florida 32751

**AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND  
SOUTHERN OFF-ROAD BICYCLE ASSOCIATION ORLANDO**

This **AGREEMENT** is made and entered into by and between the **CITY OF MOUNT DORA, FLORIDA**, a Florida municipal corporation, 510 North Baker Street, Mount Dora, Florida 32757 (“**City**”), and the **SOUTHERN OFF-ROAD BICYCLE ASSOCIATION ORLANDO**, a Florida nonprofit corporation (“**SORBA**”), 213 Wood Lake Drive, Maitland, FL 32751 (“**City**” and “**SORBA**” are collectively referred to at the “**Parties**” and individually as a “**Party**”).

**WITNESSETH:**

**WHEREAS**, the parties are entering into this Agreement for the purpose of and related to the construction, use and maintenance of a mountain bike trail in Lincoln Recreation/Nature Park (“**Park**”) which is owned by the City; and

**WHEREAS**, the City finds that with SORBA’s specialized knowledge and experience will ensure the trails are properly maintained and efficiently address issues including, but not limited to, trail design, erosion control, and proper safety features; and

**WHEREAS**, the City finds that entering into this Agreement with SORBA will aid in maintaining a higher standard of quality, ensuring that the trails are regularly checked, repaired, and upgraded as necessary.

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

1. **PURPOSE AND INTENT.**

a. The purpose of this Agreement is to establish a framework of cooperation for the expansion, use and maintenance of the mountain bike trail on the Park.

b. SORBA is dedicated to representing the common interests of mountain bikers in the community. The sport of mountain biking includes multiple disciplines that are often referred to by other names, including freestyle and off-road bicycling as set forth in Section 316.0085, *Florida Statutes*. Throughout this Agreement, the terms "Mountain Bike or Mountain

Biking" shall be used as inclusive of all statutorily permitted forms of off-road cycling which can be performed on the bike trail as constructed and expanded in the Park.

c. The City is dedicated to providing for the recreational needs of the citizens and visitors to the City of Mount Dora and to enhancing the quality of public open space in a manner that is both environmentally responsible and consistent with the Recreation and Open Space Element of the City's Comprehensive Plan.

d. Efforts of SORBA to expand and maintain the mountain bike trail in the Park will enhance the level of recreational services provided by the City and is in the best interests of the public.

## **2. TERM AND RE-EVALUATION.**

a. The Term of this Agreement shall be for an initial period of ten (10) years from the date of execution and shall automatically renew for like periods unless terminated sooner by one of the parties in accordance as herein described. Either party may terminate this Agreement by providing at least a one hundred eighty (180) days written notice to the other party.

b. At least every two (2) years, or more frequently as determined by the parties, the City and SORBA shall meet to review the terms of this Agreement. If either party gives the other written notice to set a re-evaluation meeting under this sub-paragraph, the other party shall fully cooperate, and a meeting shall be set as soon as practicable. In no event shall the meeting occur more than ninety (90) days after written notice has been given to the other party unless both parties otherwise agree. Any amendments to this Agreement, shall be made in accordance with the provisions hereof.

## **3. USE, MANAGEMENT AND EXPANSION OF PARK.**

a. The area depicted in **Exhibit "A"** attached hereto is located in the Park (hereinafter referred to as the Premises) and may be utilized by SORBA for a Mountain Bike trail system, Mountain Biking activities and Mountain Bike related purposes.

b. SORBA shall only utilize volunteers who have been pre-approved through the volunteer process established by the City to maintain and manage the Premises in a safe and appropriate condition and shall not encourage use of the Premises which in any way may hinder or impede the City or public use of the portions of the Park that are not encumbered by the Mountain Bike trail system Premises.

c. SORBA understands the inherent risk associated with participation in Mountain Biking activities. The City will place safety signage at its sole cost and expense and

SORBA agrees that it will be responsible for notifying the City of the need to replace and/or maintain any safety signage that has been posted throughout the Premises. SORBA agrees that the following minimum required safety signage shall be posted at any and all entrance points of the Premises and along the trail as appropriate:

**THERE IS AN INHERENT RISK ASSOCIATED WITH MOUNTAIN BIKING ACTIVITIES. PARTICIPANTS ASSUME ALL KNOWN AND UNKNOWN RISKS REGARDLESS OF AGE AND SHALL BE LEGALLY RESPONSIBLE FOR ALL DAMAGES, INJURY OR DEATH, TO HIMSELF OR HERSELF, WHICH IN ANY WAY RESULTS FROM THE ACTIVITIES. A PARENT OR GUARDIAN OF A CHILD WHO IS 17 YEARS OF AGE OR YOUNGER MUST PROVIDE WRITTEN CONSENT TO THE CITY OF MOUNT DORA, PURSUANT TO FLORIDA STATUTES, CHAPTER 316, PRIOR TO SUCH MINOR CHILD'S PARTICIPATION IN MOUNTAIN BIKING ACTIVITIES ON CITY OF MOUNT DORA PROPERTY.**

d. The City will place at its sole cost and expense any and all additional directional signage necessary to inform trail users of the rules for usage of the Mountain Biking trail system and to warn of any dangerous condition of which a participant could not reasonably be expected to have notice. SORBA agrees that it will be responsible for notifying the City of the need to replace and/or maintain any directional signage that has been posted throughout the Premises.

e. Any future expansion, alteration, modification or re-route of the trail system which is contained wholly within the Premises shall be permitted so long as SORBA provides the City with at least thirty (30) days written notice of the desired change. In the event the City has any concerns with the proposed change, it shall notify SORBA at any time within the thirty (30) day period. The City reserves the right, in its sole discretion, to deny a requested change of the Premises. Upon completion of any such future expansion of the trail system, located on the Premises, shall be used, maintained and managed in accordance with the terms and conditions hereof.

f. During any and all expansion, alteration, modification or re-route of the Premises, SORBA shall ensure that any natural areas such as wetlands, stormwater treatment areas and native plant and/or animal habitats will be protected and excluded from construction for Mountain Bike trail purposes.

g. SORBA shall supply, at its sole cost and expense, all equipment, tools, materials and/or supplies required for the use, management and maintenance of the Premises as well as any expansion, alteration or modification of the Premises, unless otherwise specified in this Agreement or agreed to in writing. SORBA may maintain a storage shed on the Premises to



store equipment and tools. In the event SORBA fails to maintain said storage shed in good repair and in a safe condition, with no rotting boards, roofing or siding and no peeling or fading paint, the City may remove the storage shed and dispose of the same in any manner which it deems appropriate so long as reasonable notice was provided to SORBA.

h. Using equipment in an unsafe manner, performing work in a careless and unsafe manner, and engaging in any disorderly conduct or criminal conduct while on City property is prohibited.

i. SORBA shall regularly inspect the Premises to ensure that unsafe conditions are repaired and that proper notice is always posted related to known hazards. Features not meeting safety standards shall be temporarily closed until any and all deficiencies are corrected. SORBA shall keep a maintenance log listing the condition of all features on the premises and any and all repairs, alterations or work completed related to the Premises. SORBA shall make such maintenance logs available to the City immediately upon request.

j. In order to inform users concerning the difficulty of the different mountain biking trails on the Premises, SORBA will create and maintain a marking system so that all trails are marked by color and according to the general level of difficulty of the trail. Trail designations may need to change from time to time depending upon natural changes in the landscape due to use, erosion, growth of trees and foliage, and/or falling debris such as branches or trees and SORBA agrees to maintain the marking system for each trail current and up to date at all times.

k. SORBA shall promote proper trail etiquette and instruction to its members and other trail users to encourage safe and responsible trail usage and to prevent user conflict. SORBA shall promote good sportsmanship to all member participants.

l. SORBA must continue to operate as a non-profit corporation under the laws of the State of Florida at all times during the Term of this Agreement.

#### 4. **INSURANCE REQUIREMENTS OF OMBA.**

a. SORBA shall maintain General Liability and such other types of insurance, as are deemed necessary and appropriate, in amounts acceptable to the City and shall provide proof of same to the City, in the form of a Certificate of Insurance. For every insurance policy required hereunder, SORBA shall provide the City with a Certificate of Insurance evidencing such valid coverage at all times for the duration of this Agreement. Said Certificate(s) of Insurance shall be dated and show as follows:

1. The name of the insured (SORBA);
2. List the "CITY OF MOUNT DORA" as a Certificate Holder;

3. Recognizes the Indemnification requirements of this Agreement;
4. The name of the insurer;
5. The number of the policy;
6. The effective date;
7. The termination date; and
8. 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.

b. The City's receipt of certificates or other documentation of insurance or policies or copies of policies shall not constitute a waiver of the City's right to require additional insurance coverage from SORBA or any other obligation of SORBA to fulfill the insurance requirements specified herein.

c. Any and all contractors, volunteers, or the like, performing any of the duties and responsibilities for SORBA as set forth in this Agreement, must maintain or be adequately covered under an insurance policy or policies in order to perform any such duties and responsibilities. In addition, SORBA shall maintain proof of such insurance coverage and make the same readily available upon request by the City.

5. **RESPONSIBILITIES AND RIGHTS OF CITY.**

a. The City shall retain full right to seek grants related to the Premises and to allow outside agencies to assist with or utilize the Premises.

b. The City shall have the authority to close any portion or portions of the Premises or Mountain Bike trail system at any time if in its sole discretion it believes that SORBA is in breach of this Agreement.

c. This Agreement shall in no way restrict the City from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals or entering into similar agreements with such other entities or individuals in the Park or on other City owned property.

d. This Agreement in no way creates any possessory, ownership or leasehold interest held by SORBA in the Park, the Premises or any of the improvements made in the construction, expansion, maintenance, repair or modification of the Mountain Bike trails located thereon.

e. The City shall have the right, but not the obligation, to assist SORBA in any way which it deems appropriate in furtherance of the purpose and intent of this Agreement. In the

event the City provides any assistance whatsoever to SORBA in furtherance of the purpose and intent of this Agreement, SORBA shall in no way be relieved of its obligations hereunder.

f. The City shall have the right, but not the obligation, to assist SORBA with production of the signage required hereunder. In the event the City provides assistance with the production of any signage required hereunder, SORBA shall in no way be relieved of its obligation to provide signage or ensure that proper signage is posted on the Premises at all times.

g. The City shall have the right, but not the obligation, to provide trail materials, including but not limited to mulch, clay, dirt or rock, to SORBA for maintenance purposes. In the event the City provides any such trail materials, SORBA shall in no way be relieved of its obligation to provide maintenance of the Premises or ensure that the Premises are properly maintained at all times.

6. **FUND AVAILABILITY.**

Any assistance provided by the City to SORBA as set forth above shall be subject to the appropriation of funds by the City.

7. **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.

8. **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.

9. **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@ci.mount-dora.fl.us

- b. SORBA 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 SORBA 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 SORBA or keep and maintain public records required by the City to perform the services set forth herein. If SORBA transfers all public records to the City upon completion of the contract, SORBA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SORBA keeps and maintains public records upon completion of the contract, SORBA 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.

9. **INDEPENDENT CORPORATION.**

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the SORBA, its employees, contractors, representatives, volunteers, and the like, will be independent 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. SORBA will retain sole and absolute discretion in the judgment of the manner and means of carrying out SORBA's activities and responsibilities hereunder.

10. **COMPLIANCE WITH ALL LAWS.**

SORBA, 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.

11. **INDEMNIFICATION.**

SORBA agrees to be liable for any and all damages, losses, and expenses incurred, by the City, which are in any way related to this Agreement, and which are caused by the acts and/or omissions of SORBA, or any of its employees, agents, contractors, representatives, volunteers, invitees or the like. SORBA agrees to indemnify, defend and hold the City harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of SORBA, or any of its employees, agents, contractors, representatives, volunteers, invitees or the like through and including any appeals in any way related to this Agreement. Said indemnification, defense, and hold harmless requirements SHALL NOT be limited by any insurance coverage amounts set forth herein and such indemnification requirements shall survive termination or natural termination of this Agreement.

12. **BANKRUPTCY OR INSOLVENCY.**

If SORBA 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 SORBA shall be appointed in any proceeding brought by or against SORBA, or if SORBA shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against SORBA's operations of the premises, the City may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

13. **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.

14. **ASSIGNMENT.**

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

15. **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 held by the courts 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.

16. **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.

17. **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 SORBA. All notices required and/or made pursuant to this Agreement to be given to the City and SORBA shall be in writing and shall be given by either: (i) hand delivery, (ii) sent by electronic transmission with proof of electronic transmission retained by the sending party, or (iii) way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record or with respect to SORBA to the other such individual and address as SORBA provides to the City from time to time in writing based on the changes in leadership for SORBA:

**CITY:** City of Mount Dora  
Attention: *City Manager*  
510 N. Baker Street  
Mount Dora, Florida 32756  
Phone: (352) 735-7126  
Email:

*with copy to:* Patrick A. Brackins, Esq.,  
*City Attorney*  
Shepard, Smith, Hand, & Brackins, P.A.  
2300 Maitland Center Parkway, Suite 100,  
Maitland, FL 32751  
Phone: (407) 622-1772  
Email: [ahand@shepardfirm.com](mailto:ahand@shepardfirm.com)

**SORBA:** Southern Off-Road Bicycle Association Orlando  
Sue Van Bernum  
*President*  
213 Wood Lake Drive,  
Maitland, FL 32751  
Phone:  
Email: [sue.vanbernum@sorbaorlando.com](mailto:sue.vanbernum@sorbaorlando.com)

*with a copy to:* Mitchell Greenberg  
*Vice President*  
213 Wood Lake Drive,  
Maitland, FL 32751  
Phone:  
Email:

18. **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.

19. **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.

20. **ADMINISTRATIVE DOCUMENTATION CONFLICT.**

With the exception of any City authorized future expansion, alteration, modification or re-route of the trail system which is contained wholly within the Premises as set forth in Section 3.f, of this Agreement or updated contact information as set forth in Section 18, of this Agreement, is hereby specifically agreed and understood that any purchase order, memorandum, letter, or any other instrument addressing this Agreement, 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, with the exception of any City authorized future expansion, alteration, modification or re-route of the trail system which is contained wholly within the Premises as set forth in Section 3.f, of this Agreement or updated contact information as set forth in Section 18, of this Agreement, any instrument issued by SORBA shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

21. **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.

22. **AUDITING, RECORDS, AND INSPECTION.**

In the performance of this Agreement, SORBA shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting and other record keeping 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 SORBA for a period of five (5) years after termination or completion of the Agreement or until a full City audit is complete, whichever comes first. The City shall retain the right to audit the books at any time 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.

23. **USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.**

It is agreed and understood that SORBA 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, SORBA 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.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**



**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

**Date:** \_\_\_\_\_

**CITY OF MOUNT DORA, FLORIDA**

\_\_\_\_\_  
James Homich  
*Mayor of the City of Mount Dora*

ATTEST:

\_\_\_\_\_  
Jeanann Hand  
*City Clerk*

Approved as to form:

\_\_\_\_\_  
Patrick Brackins, City Attorney

**[SIGNATURES CONTINUE ON FOLLOWING PAGE]**

**SOUTHERN OFF-ROAD BICYCLE  
ASSOCIATION ORLANDO**

\_\_\_\_\_  
Sue Van Bernum  
*President of Southern Off-Road Bicycle Association  
Orlando*

Witnesses:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by Sue Van Bernum, as President of **Southern Off-Road Bicycle Association Orlando**, who is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Notary Public (Signature) \_\_\_\_\_  
Notary Public (Printed name) \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Expires: \_\_\_\_\_





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

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**DATE:** December 17, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Informational - Purchasing Division Report on Emergency Purchases

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**Introduction:**

This is an opportunity to provide information to City Council regarding Emergency Purchases.

**Discussion:**

Pursuant to Sections 3.4-1.I. of the City of Mount Dora Purchasing Policy adopted by City Council under Resolution No. 2021-107, information about the following emergency purchases is provided to City Council:

| Attachment | PO#      | Vendor                | Amount Encumbered |
|------------|----------|-----------------------|-------------------|
| Invoice    | 25-01361 | Cathcart Construction | 125,025           |
| Invoice    | 25-01379 | Cathcart Construction | 379,561           |
| Invoice    | 25-2980  | Xylem Water Solutions | 31,578            |
| Invoice    | 25-01381 | Cathcart Construction | 228,585           |

**Budget Impact:**

As indicated in the attachments.

**Strategic Impact:**

GOAL 3: Fiscal Resources

**Recommendation:**

Informational only.

**Attachment(s):**

1. PO 25-01361 Cathcart - Hurricane Milton washout restoration

2. PO 25-01379 Cathcart
3. PO 25-2989 Xylem Water Solutions
4. PO 25-01381 Cathcart

Prepared by: Matthew Dodson, Budget Officer

Reviewed by: Matthew Dodson, Budget Officer  
Rita Meade, Finance Director  
Jeanann Hand, City Clerk  
Vince Sandersfeld, City Manager

Approved - 12/5/2024

Approved - 12/5/2024

Approved - 12/5/2024

Final Approval - 12/5/2024



Milton Wash out.  
TA

**CITY OF MOUNT DORA  
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Cathcart Construction Company-Florida, LLC. (Contractor) and the City of Mount Dora, approved under Piggyback Agreement, Council Agenda Consent Agenda Item #1 July 2, 2024, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

**Project Name:** Street Resurfacing and Repair – Underdrainage Improvements – St. Andrews Country Club

**Project Amount:** \$ 125,025.00

**Budget Account Number:** GL 015-5555-538.46-01 – HC2515 (Milton Washout Restoration )

**City Project Manager:** Johnny Reynolds

**Contractor:** Cathcart Construction Company-Florida, LLC

**Contractor Project Manager:** Ryan Whitmer

**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, P.E., Director of Public Works

Signature: 

Date: 11/19/2024

Reviewed By:

Print: Johnny Reynolds, Project Manager –Public Works

Signature: 

Date: 11/19/2024

**CONTRACTOR ACCEPTANCE**

Print Name: Ryan Whitmer

Signature: 

Date: 11-19-24

**CITY APPROVAL**

Print Name: Vince Sandersfeld

Signature: 

Date: 11/19/2024

*Authorized under state of Emergency  
Res. 2024-40 (5<sup>th</sup> Extension)*

## **Exhibit A – Scope of Work**

### **(Milton Washout Restoration)**

Perform restoration according to the Country Club of Mount Dora Washout Repair Plans dated November 2024.

The plans are appended to this task authorization document.

## **Exhibit B – Sub-Contractors**

1. Tierra (density testing and vibration monitoring)



### Exhibit C – Schedule

Project completion ~~10~~<sup>20</sup> days following receipt of a purchase order for the work.

### **Exhibit D – Compensation**

Compensation according to the Contractor's price proposal appended to this document.



**Cathcart Construction Company**  
- Florida, LLC -

**Project: Wash Out Repair - 9065 St. Andrews Way**  
9065 St. Andrews Way

**PROPOSAL**  
November 18, 2024

| DESCRIPTION                                                                                  | QUANTITY | UNIT OF MEASURE | UNIT PRICE   | TOTAL         |
|----------------------------------------------------------------------------------------------|----------|-----------------|--------------|---------------|
| Mobilization / Demobilization                                                                | 1        | LS              | \$ 10,000.00 | \$ 10,000.00  |
| Crew Time - Installing Stabilization Mats, Removing Sod, Place, Grade & Compact Washout Area | 8        | DYS             | \$ 8,750.00  | \$ 70,000.00  |
| Crew Time - Export Existing Material                                                         | 1        | DYS             | \$ 8,750.00  | \$ 8,750.00   |
| Install Geogrid                                                                              | SY       | 155             | \$ 15.00     | \$ 2,325.00   |
| Import Fill                                                                                  | 200      | CY              | \$ 30.00     | \$ 6,000.00   |
| Ground Stabilization Mats                                                                    | 1        | MO              | \$ 3,500.00  | \$ 3,500.00   |
| Vibration Monitors                                                                           | 10       | DYS             | \$ 1,440.00  | \$ 14,400.00  |
| Denisty Testing                                                                              | 1        | LS              | \$ 1,500.00  | \$ 1,500.00   |
| Sidewalk Replacement                                                                         | 25       | SY              | \$ 70.00     | \$ 1,750.00   |
| Saint Augustine                                                                              | 800      | SY              | \$ 6.00      | \$ 4,800.00   |
| Export Existing Material                                                                     | 125      | CY              | \$ 16.00     | \$ 2,000.00   |
|                                                                                              |          |                 |              | \$ 125,025.00 |

\*\*\*NOTES\*\*\*

Priced based on estimated quantities to be trued up upon completion

# CONSTRUCTION PLANS for COUNTRY CLUB OF MOUNT DORA WASHOUT REPAIR CITY OF MOUNT DORA, FLORIDA



#### CONSULTANT CONTACTS:

CIVIL ENGINEERING  
DRMP, INC.  
941 LAKE BALDWIN LANE  
ORLANDO, FL 32814  
DESHON FOX, P.E. 407-896-0594

GEOTECHNICAL ENGINEERING  
UES  
3532 MAGGIE BLVD  
ORLANDO, FL 32811  
ANDREW S. WILDEROTTER, P.E. 407-423-0504



City of Mount Dora, FL  
900 N. Donnelly St.  
Mount Dora, FL 32757

George Marek  
Director of Public Works  
Phone: (352) 630-8164



941 LAKE BALDWIN LANE - ORLANDO, FLORIDA 32814

NOVEMBER, 2024

PROJECT NO. 18-0012.004

#### PROJECT SHEET INDEX

- C1.0 COVER SHEET AND INDEX OF DRAWINGS
- C1.1 GENERAL NOTES
- C2.0 SITE PLAN AND DETAILS

NOTE:  
ATTENTION IS DIRECTED TO THE FACT THAT  
THESE PLANS MAY HAVE BEEN ALTERED IN  
SIZE BY REPRODUCTION. THIS MUST BE  
CONSIDERED WHEN OBTAINING SCALED DATA.

CALL 48 HOURS  
BEFORE YOU DIG

IT'S THE LAW!  
DIAL 811



Know what's below.  
Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

| REVISIONS |      |             |    | REVISIONS |      |             |    | DESIGNED BY | <div><b>DRMP</b><br/>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS<br/><br/>Certificate of Authorization No. 2548<br/>941 Lake Baldwin Lane • Orlando, Florida 32814<br/>Phone: 407-896-0594 Fax: 407-896-0536 WWW.DRMP.COM</div> | CONSTRUCTION PLANS FOR<br><b>COUNTRY CLUB OF<br/>MOUNT DORA<br/>WASHOUT REPAIR</b><br>CITY OF MOUNT DORA, FLORIDA | COVER SHEET<br>AND<br>INDEX OF DRAWINGS | <div><div>PROJECT NO.<br/>18-0012.004<br/>SCALE: NONE<br/>DATE: NOVEMBER, 2024<br/>DRAWING: C1.0</div></div> |                                                                  |
|-----------|------|-------------|----|-----------|------|-------------|----|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| NO.       | DATE | DESCRIPTION | BY | NO.       | DATE | DESCRIPTION | BY | DRAWN BY    |                                                                                                                                                                                                                                                                                                                        |                                                                                                                   |                                         |                                                                                                                                                                                                   | DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE |
|           |      |             |    |           |      |             |    |             |                                                                                                                                                                                                                                                                                                                        |                                                                                                                   |                                         |                                                                                                                                                                                                   |                                                                  |
|           |      |             |    |           |      |             |    |             |                                                                                                                                                                                                                                                                                                                        |                                                                                                                   |                                         |                                                                                                                                                                                                   |                                                                  |
|           |      |             |    |           |      |             |    |             |                                                                                                                                                                                                                                                                                                                        |                                                                                                                   |                                         |                                                                                                                                                                                                   |                                                                  |
|           |      |             |    |           |      |             |    |             |                                                                                                                                                                                                                                                                                                                        |                                                                                                                   |                                         |                                                                                                                                                                                                   |                                                                  |

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE



C. OTHER PROPERTY AT THE SITE OR ADJACENT THERETO, INCLUDING TREES, SHRUBS, LAWNS, WALKS, PAVEMENTS, ROADWAY, STRUCTURES AND UTILITIES NOT DESIGNATED FOR DEMOLITION IN THE COURSE OF CONSTRUCTION.

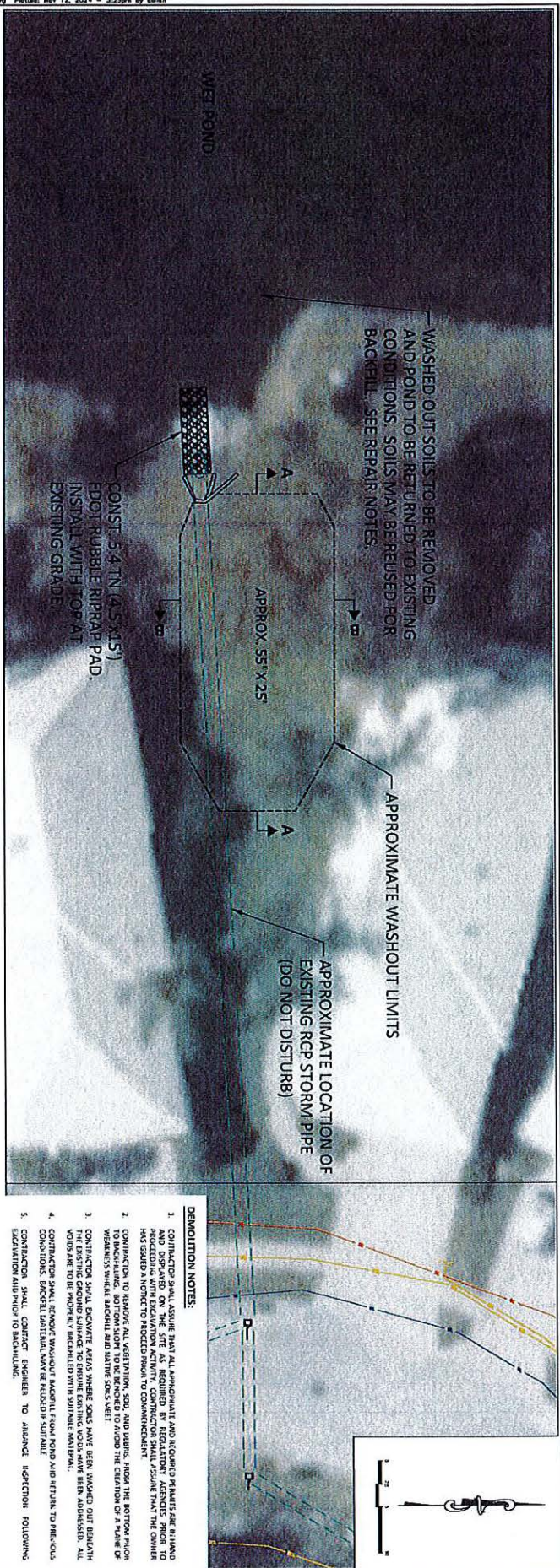
20. THE CONTRACTOR SHALL DEVELOP AND IMPLEMENT AN EROSION CONTROL PLAN TO MINIMIZE EROSION AND INSURE FUNCTIONING OF STORMWATER MANAGEMENT SYSTEM UPON COMPLETION OF CONSTRUCTION.

21.3 CONTRACTOR AND ITS SUBCONTRACTORS SHALL, UPON COMPLETION OF PERFORMANCE OF ALL DUTIES UNDER THIS CONTRACT, REMOVE ALL SUPPLIES, MATERIALS, AND WASTE CONTAINING AND HAZARDOUS MATERIAL FROM THE JOB SITE. CONTRACTOR SHALL BEAR FULL FINANCIAL RESPONSIBILITY, AS BETWEEN THE PARTIES OF THIS CONTRACT, FOR THE COMPLIANCE OF CONTRACTOR AND ITS SUBCONTRACTORS WITH THE PROVISIONS OF PARAGRAPH 21.7.

22. THE EXISTING UTILITIES SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES AS TO SIZE, LOCATION, AND ELEVATION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY AND ALL CONFLICTS PRIOR TO BEGINNING CONSTRUCTION.

Page 522 of 581



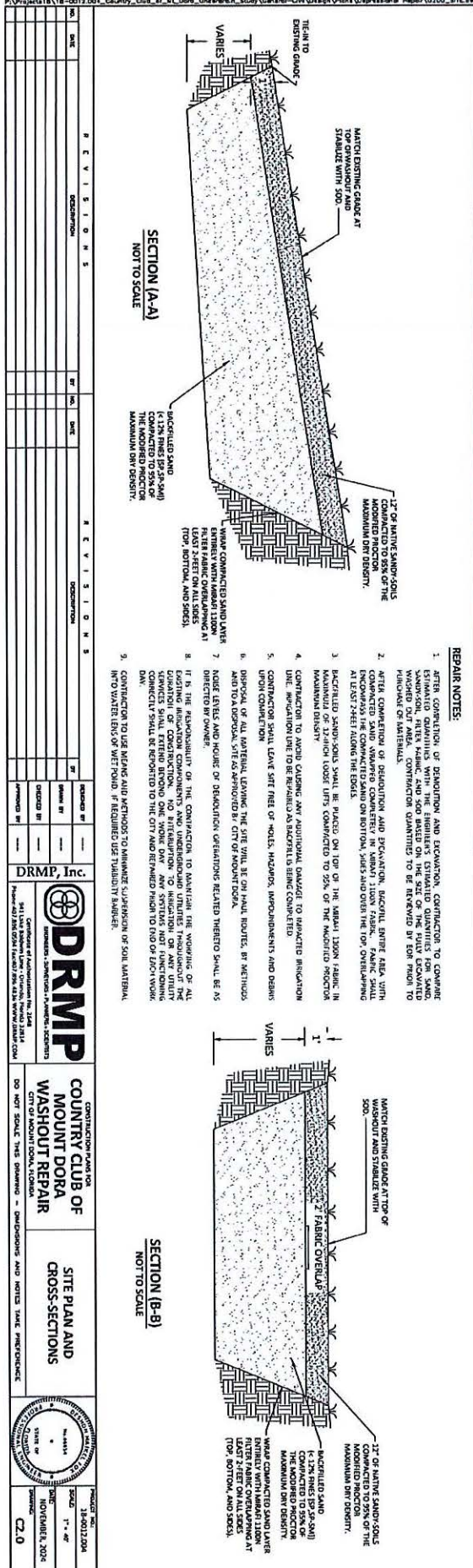


**REPAIR NOTES:**

1. AFTER COMPLETION OF DEMOLITION AND EXCAVATION, CONTRACTOR TO CONFORM TO THE FOLLOWING SPECIFICATIONS FOR THE WASHOUT AREA. CONTRACTOR QUANTITIES TO BE REVIEWED BY EOR PRIOR TO FURNISHING OF MATERIALS.
2. AFTER COMPLETION OF DEMOLITION AND EXCAVATION, EXCAVATE ENTIRE AREA WITH EXISTING GRADE. CONTRACTOR SHALL MAINTAIN EXISTING GRADE WITHIN THE WASHOUT AREA. CONTRACTOR SHALL MAINTAIN EXISTING GRADE WITHIN THE WASHOUT AREA. CONTRACTOR SHALL MAINTAIN EXISTING GRADE WITHIN THE WASHOUT AREA.
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**DEMOLITION NOTES:**

1. CONTRACTOR SHALL REMOVE ALL EXISTING AND REMOVED MATERIALS ARE PLACED AND SPREAD ON THE SITE AS REQUIRED BY REGULATION AGENCIES PRIOR TO PROCEEDING WITH EXCAVATION ACTIVITY. CONTRACTOR SHALL ASSURE THAT THE OWNER HAS GRANTED A NOTICE TO PROCEED FROM THE COMMENCEMENT.
2. CONTRACTOR TO REMOVE ALL EXISTING, 500' AND 1500' FROM THE BOTTOM POND TO MAINTAIN EXISTING GRADE. CONTRACTOR TO MAINTAIN EXISTING GRADE WITHIN THE WASHOUT AREA. CONTRACTOR SHALL MAINTAIN EXISTING GRADE WITHIN THE WASHOUT AREA. CONTRACTOR SHALL MAINTAIN EXISTING GRADE WITHIN THE WASHOUT AREA.
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**DRMP, Inc.**

**DRMP**

1411 S. 141st Avenue, Suite 100  
Tampa, FL 33613  
Phone: 813.888.8888  
www.drmp.com

CONTRACTOR FOR THE  
**COUNTRY CLUB OF  
MOUNT DORA**  
CITY OF MOUNT DORA, FLORIDA

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

**SITE PLAN AND  
CROSS-SECTIONS**

3-10-2024  
SCALE: 1" = 40'  
DATE: NOVEMBER 12, 2024  
PROJECT: C2.0





**Bill to:** **City of Mt. Dora**  
510 N Baker St.  
Mount Dora, FL 32757 US  
|||

|                       |                   |
|-----------------------|-------------------|
| <b>Total</b>          | <b>379,561.00</b> |
| <b>Sales Tax</b>      |                   |
| <b>Less Retainage</b> |                   |
| <b>Total Due</b>      | <b>379,561.00</b> |

# Invoice #1 - 5490 Mount Dora 20" Gravity Main Repair

October 28th, 2024

| Company                       | Description                            |  | Quantity | Unit | Materials  |             | Labor      |            | Sub Contract |               | Contract   |            | Equipment  |             | Total         |              |
|-------------------------------|----------------------------------------|--|----------|------|------------|-------------|------------|------------|--------------|---------------|------------|------------|------------|-------------|---------------|--------------|
|                               |                                        |  |          |      | Unit Price | Total Cost  | Unit Price | Total Cost | Unit Price   | Total Cost    | Unit Price | Total Cost | Unit Price | Total Cost  | Cost Change   |              |
| Subcontractor                 |                                        |  |          |      |            |             |            |            |              |               |            |            |            |             |               |              |
| GPH Services                  | Pump Truck Onsite                      |  | 75.50    | HRS  |            |             |            |            | \$ 400.00    | \$ 30,200.00  |            |            |            |             | \$ 30,200.00  |              |
| GPH Services                  | Vac Truck Onsite Cleaning              |  | 16.00    | HRS  |            |             |            |            | \$ 375.00    | \$ 6,000.00   |            |            |            |             | \$ 6,000.00   |              |
| GPH Services                  | Vac Truck Onsite Cleaning Service Crew |  | 10.00    | HRS  |            |             |            |            | \$ 275.00    | \$ 2,750.00   |            |            |            |             | \$ 2,750.00   |              |
| GPH Services                  | T.V. Truck To Locate Leak Source       |  | 6.50     | HRS  |            |             |            |            | \$ 375.00    | \$ 2,437.50   |            |            |            |             | \$ 2,437.50   |              |
| GPH Services                  | Line Exisiting Sanitary Main           |  | 675.00   | LF   |            |             |            |            | \$ 269.00    | \$ 181,575.00 |            |            |            |             | \$ 181,575.00 |              |
| GPH Services                  | Deliver / Install / Remove Storm Plugs |  | 14.00    | EA   |            |             |            |            | \$ 750.00    | \$ 10,500.00  |            |            |            |             | \$ 10,500.00  |              |
| GPH Services                  | Storm Plug Rental                      |  | 3.00     | EA   |            |             |            |            | \$ 650.00    | \$ 1,950.00   |            |            |            |             | \$ 1,950.00   |              |
| GPH Services                  | Storm Plug Rental                      |  | 2.00     | EA   |            |             |            |            | \$ 400.00    | \$ 800.00     |            |            |            |             | \$ 800.00     |              |
| GPH Services                  | Strom Plug Rental                      |  | 1.00     | EA   |            |             |            |            | \$ 200.00    | \$ 200.00     |            |            |            |             | \$ 200.00     |              |
| GPH Services                  | Onsite Supervisor                      |  | 81.00    | HRS  |            |             |            |            | \$ 65.00     | \$ 5,265.00   |            |            |            |             | \$ 5,265.00   |              |
| MTS Services                  | Concrete Pump                          |  | 1.00     | LS   |            |             |            |            | \$ 1,000.00  | \$ 1,000.00   |            |            |            |             | \$ 1,000.00   |              |
| Miller Sod                    | Bahia Sod - Two Pallets                |  | 2.00     | EA   |            |             |            |            | \$ 134.61    | \$ 269.22     |            |            |            |             | \$ 269.22     |              |
|                               |                                        |  |          |      |            |             |            |            |              | \$ -          |            |            |            |             | \$ -          |              |
| Rentals                       |                                        |  |          |      |            |             |            |            |              |               |            |            |            |             |               |              |
| Sunbelt                       | Discharge Hoses                        |  | 1.00     | LS   |            |             |            |            |              | \$ -          |            |            |            | \$ 2,352.80 | \$ 2,352.80   | \$ 2,352.80  |
| Sunbelt                       | Light Tower                            |  | 1.00     | LS   |            |             |            |            | \$ 1,447.92  | \$ 1,447.92   |            |            |            | \$ 1,447.92 | \$ 1,447.92   | \$ 1,447.92  |
| United Rentals                | Mini Excavator                         |  | 1.00     | LS   |            |             |            |            |              |               |            |            |            | \$ 2,042.07 | \$ 2,042.07   | \$ 2,042.07  |
| Untied Rentals                | 8' x 16' Trench Box                    |  | 1.00     | LS   |            |             |            |            |              |               |            |            |            | \$ 1,961.19 | \$ 1,961.19   | \$ 1,961.19  |
| Untied Rentals                | Loader Rental                          |  | 1.00     | LS   |            |             |            |            |              |               |            |            |            | \$ 4,888.78 | \$ 4,888.78   | \$ 4,888.78  |
| United Rentals                | Light Tower                            |  | 1.00     | LS   |            |             |            |            |              |               |            |            |            | \$ 1,117.21 | \$ 1,117.21   | \$ 1,117.21  |
| United Rentals                | 4" & 6" Pumps                          |  | 1.00     | LS   |            |             |            |            |              |               |            |            |            | \$ 4,845.44 | \$ 4,845.44   | \$ 4,845.44  |
| United Rentals                | Skid Steer Rental                      |  | 1.00     | LS   |            |             |            |            |              |               |            |            |            | \$ 2,424.16 | \$ 2,424.16   | \$ 2,424.16  |
| Mobilization / Demobilization |                                        |  | 1.00     | LS   |            |             |            |            | \$ 30,000.00 | \$ 30,000.00  |            |            |            |             |               | \$ 30,000.00 |
| Clowney                       | Emergency Transport                    |  | 1.00     | LS   |            | \$ -        |            |            | \$ 720.00    | \$ 720.00     |            |            |            |             |               | \$ 720.00    |
| Material                      |                                        |  |          |      |            |             |            |            |              |               |            |            |            |             |               |              |
| Maschmeyer                    | 3000 PSI Concrete                      |  | 24.00    | EA   | \$ 185.00  | \$ 4,440.00 |            |            |              |               |            |            |            |             |               | \$ 4,440.00  |
| Maschmeyer                    | Enviromental Fee                       |  | 3.00     | EA   | \$ 30.00   | \$ 90.00    |            |            |              |               |            |            |            |             |               | \$ 90.00     |
| Maschmeyer                    | Fuel Surcharge                         |  | 3.00     | EA   | \$ 50.00   | \$ 150.00   |            |            |              |               |            |            |            |             |               | \$ 150.00    |
|                               |                                        |  |          |      |            |             |            |            |              |               |            |            |            |             |               |              |



| Cathcart Labor - Overtime Hours - Labor Burden 1.54 |                                                      | Labor Burden 1.54 |       |     |        |             |              |               |        |              |              |               |              |               |             |
|-----------------------------------------------------|------------------------------------------------------|-------------------|-------|-----|--------|-------------|--------------|---------------|--------|--------------|--------------|---------------|--------------|---------------|-------------|
| Cathcart                                            | Ryan Whitmer - Project Manager                       | 1.54              | 4.00  | HRS |        |             | \$ 105.77    | \$ 651.54     |        |              |              |               |              | \$ 651.54     |             |
| Cathcart                                            | Justin Williams - General Superintendent             | 1.54              | 9.50  | HRS |        |             | \$ 105.77    | \$ 1,547.42   |        |              |              |               |              | \$ 1,547.42   |             |
| Cathcart                                            | Justin Williams - General Superintendent (Over Time) | 1.54              | 20.00 | HRS |        |             | \$ 172.65    | \$ 5,317.62   |        |              |              |               |              | \$ 5,317.62   |             |
| Cathcart                                            | Corey Hearn - Superintendent                         | 1.54              | 32.00 | HRS |        |             | \$ 59.81     | \$ 2,947.44   |        |              |              |               |              | \$ 2,947.44   |             |
| Cathcart                                            | Corey Hearn - Superintendent (Over Time)             | 1.54              | 10.50 | HRS |        |             | \$ 142.85    | \$ 2,309.88   |        |              |              |               |              | \$ 2,309.88   |             |
| Cathcart                                            | Ruben Gamez Garcia - Pipe Foreman                    | 1.54              | 12.50 | HRS |        |             | \$ 69.71     | \$ 1,341.92   |        |              |              |               |              | \$ 1,341.92   |             |
| Cathcart                                            | Ruben Gamez Garcia - Pipe Foreman (Over Time)        | 1.54              | 15.25 | HRS |        |             | \$ 174.84    | \$ 4,106.12   |        |              |              |               |              | \$ 4,106.12   |             |
| Cathcart                                            | Jesus Banuelos Tarin - Operator                      | 1.54              | 12.50 | HRS |        |             | \$ 31.00     | \$ 596.75     |        |              |              |               |              | \$ 596.75     |             |
| Cathcart                                            | Jesus Banuelos Tarin - Operator (Over Time)          | 1.54              | 15.25 | HRS |        |             | \$ 68.91     | \$ 1,618.35   |        |              |              |               |              | \$ 1,618.35   |             |
| Cathcart                                            | Luis Lara Briones - Operator                         | 1.54              | 12.00 | HRS |        |             | \$ 27.00     | \$ 498.96     |        |              |              |               |              | \$ 498.96     |             |
| Cathcart                                            | Luis Lara Briones - Operator (Over Time)             | 1.54              | 6.00  | HRS |        |             | \$ 68.91     | \$ 636.73     |        |              |              |               |              | \$ 636.73     |             |
| Cathcart                                            | Antonio Lara Ruiz - Pipe Layer                       | 1.54              | 2.25  | HRS |        |             | \$ 29.00     | \$ 100.49     |        |              |              |               |              | \$ 100.49     |             |
| Cathcart                                            | Antonio Lara Ruiz - Pipe Layer (Over Time)           | 1.54              | 15.75 | HRS |        |             | \$ 68.91     | \$ 1,671.41   |        |              |              |               |              | \$ 1,671.41   |             |
| Cathcart                                            | Carlos Gonzalez Yopez - Pipe Layer                   | 1.54              | 11.75 | HRS |        |             | \$ 26.00     | \$ 470.47     |        |              |              |               |              | \$ 470.47     |             |
| Cathcart                                            | Carlos Gonzalez Yopez - Pipe Layer (Over Time)       | 1.54              | 15.75 | HRS |        |             | \$ 68.91     | \$ 1,671.41   |        |              |              |               |              | \$ 1,671.41   |             |
| Cathcart                                            | Uriel Ceja - Pipe Layer                              | 1.54              | 10.00 | HRS |        |             | \$ 26.00     | \$ 400.40     |        |              |              |               |              | \$ 400.40     |             |
| Cathcart                                            | Ernesto Castillo-Sanchez                             | 1.54              | 19.25 | HRS |        |             | \$ 23.00     | \$ 681.84     |        |              |              |               |              | \$ 681.84     |             |
| Cathcart                                            | Edilberto Diego                                      | 1.54              | 19.50 | HRS |        |             | \$ 22.00     | \$ 660.66     |        |              |              |               |              | \$ 660.66     |             |
| Cathcart                                            | Guadalupe Molina                                     | 1.54              | 9.25  | HRS |        |             | \$ 24.00     | \$ 341.88     |        |              |              |               |              | \$ 341.88     |             |
| Cathcart                                            | Wyatt Thompson                                       | 1.54              | 19.25 | HRS |        |             | \$ 26.00     | \$ 770.77     |        |              |              |               |              | \$ 770.77     |             |
| Cathcart                                            | Lewis McCallum                                       | 1.54              | 4.75  | HRS |        |             | \$ 24.00     | \$ 175.56     |        |              |              |               |              | \$ 175.56     |             |
|                                                     |                                                      |                   |       | HRS |        |             | \$ -         |               |        |              |              |               |              | \$ -          |             |
| Cathcart Equipment                                  |                                                      |                   |       |     |        |             |              |               |        |              |              |               |              |               |             |
| Cathcart Equipment                                  | John Deere 135 Excavator                             |                   | 27.75 | HRS |        |             |              |               |        |              |              | \$ 195.00     | \$ 5,411.25  | \$ 5,411.25   |             |
| Ford                                                | F-150 - Justin Williams                              |                   | 29.50 | HRS |        |             |              |               |        |              |              | \$ 24.00      | \$ 708.00    | \$ 708.00     |             |
| Ford                                                | F-150 Corey Hearn                                    |                   | 42.50 | HRS |        |             |              |               |        |              |              | \$ 24.00      | \$ 1,020.00  | \$ 1,020.00   |             |
| Ford                                                | F-350 Ruben Gamez Garcia                             |                   | 27.75 | HRS |        |             |              |               |        |              |              | \$ 38.00      | \$ 1,054.50  | \$ 1,054.50   |             |
| Cathcart Equipment                                  | Small Tools & Equipment                              |                   | 1.00  | LS  |        |             |              |               |        |              |              | \$ 2,851.76   | \$ 2,851.76  | \$ 2,851.76   |             |
|                                                     |                                                      |                   |       |     |        |             |              |               |        |              |              | \$ -          | \$ -         | \$ -          |             |
| SUB TOTALS                                          |                                                      |                   |       |     |        | \$ 4,680.00 | \$ 28,517.61 | \$ 273,666.72 | \$ -   |              | \$ 21,079.57 | \$ 338,989.41 |              |               |             |
| SALES TAX                                           |                                                      |                   |       |     | 6.50%  | \$ 304.20   | 0.00%        | \$ -          | 0.00%  |              | 0.00%        | \$ 304.20     |              |               |             |
| TOTAL DIRECT COSTS                                  |                                                      |                   |       |     |        | \$ 4,984.20 | \$ 28,517.61 | \$ 273,666.72 | \$ -   |              | \$ 21,079.57 | \$ 339,293.61 |              |               |             |
| CONTRACTOR'S MARKUP                                 |                                                      |                   |       |     | 10.00% | \$ 498.42   | 10.00%       | \$ 2,851.76   | 10.00% | \$ 27,366.67 | 10.00%       | \$ 2,107.96   | \$ 32,824.81 |               |             |
| SUB TOTAL WITH MARKUP                               |                                                      |                   |       |     |        |             |              |               |        |              |              |               |              | \$ 372,118.42 |             |
| Insurance                                           |                                                      |                   |       |     |        |             |              |               |        |              |              |               |              | 2.00%         | \$ 7,442.37 |
| Total =                                             |                                                      |                   |       |     |        |             |              |               |        |              |              |               |              | \$ 379,561.00 |             |



# Invoice

209 San Carlos Ave  
Suite 1181  
Sanford, FL 32771

| Date       | Invoice #  |
|------------|------------|
| 10/22/2024 | 3040835384 |

| Bill To                                                                               |
|---------------------------------------------------------------------------------------|
| Cathcart Construction Company<br>1056 Willa Springs Drive<br>Winter Springs, FL 32708 |

| P.O. No. | Terms  | Project                      |
|----------|--------|------------------------------|
|          | Net 30 | 5490 Mount Dora 20" Gravi... |

| Item                     | Quantity | Description                                                                                                                    | Rate         | Amount     |
|--------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------|--------------|------------|
| Heavy Cleaning           | 17       | 10/22/2024: Sanitary Pipe - VAC Truck - Heavy Cleaning -<br>Type: Other - Notes: Maintain system - Pump Truck                  | 400.00       | 6,800.00   |
| Heavy Cleaning           | 17       | 10/22/2024: Sanitary Pipe - VAC Truck - Heavy Cleaning -<br>Type: Other - Notes: Supervisor Hours                              | 65.00        | 1,105.00   |
| Delivery / Install / ... | 1        | 10/22/2024: Storm Pipe - Plugs - Delivery / Install / Removal<br>- Type: Other - Notes: 24" Plug #2 re-install                 | 750.00       | 750.00     |
| Delivery / Install / ... | 1        | 10/22/2024: Storm Pipe - Plugs - Delivery / Install / Removal<br>- Type: Other - Notes: 8" Plug #4 install                     | 750.00       | 750.00     |
| Delivery / Install / ... | 1        | 10/22/2024: Storm Pipe - Plugs - Delivery / Install / Removal<br>- Type: Other - Notes: 8" Plug #5 install                     | 750.00       | 750.00     |
| Sectional Liners         | 1        | 10/23/2024: Sanitary Pipe - Repairs - Sectional Liners -<br>Length: 675 - Type: Other - Notes: Install of CIPP liner -<br>675' | 181,575.00   | 181,575.00 |
| Heavy Cleaning           | 17       | 10/23/2024: Sanitary Pipe - VAC Truck - Heavy Cleaning -<br>Type: Other - Notes: Maintain System - Pump Truck                  | 400.00       | 6,800.00   |
| Heavy Cleaning           | 9.5      | 10/23/2024: Sanitary Pipe - VAC Truck - Heavy Cleaning -<br>Type: Other - Notes: Maintain System - Pump Truck                  | 400.00       | 3,800.00   |
| Delivery / Install / ... | 1        | 10/23/2024: Storm Pipe - Plugs - Delivery / Install / Removal<br>- Type: Other - Notes: 24" Plug #1 removal                    | 750.00       | 750.00     |
| Delivery / Install / ... | 1        | 10/23/2024: Storm Pipe - Plugs - Delivery / Install / Removal<br>- Type: Other - Notes: 24" Plug #2 removal                    | 750.00       | 750.00     |
| Delivery / Install / ... | 1        | 10/23/2024: Storm Pipe - Plugs - Delivery / Install / Removal<br>- Type: Other - Notes: 8" Plug #4 removal                     | 750.00       | 750.00     |
| Delivery / Install / ... | 1        | 10/23/2024: Storm Pipe - Plugs - Delivery / Install / Removal<br>- Type: Other - Notes: 8" Plug #5 removal                     | 750.00       | 750.00     |
| Heavy Cleaning           | 10       | 10/23/2024: Sanitary Pipe - VAC Truck - Heavy Cleaning -<br>Type: Other - Notes: Service Crew on site                          | 275.00       | 2,750.00   |
| Heavy Cleaning           | 17       | 10/23/2024: Sanitary Pipe - VAC Truck - Heavy Cleaning -<br>Type: Other - Notes: Supervisor Hours                              | 65.00        | 1,105.00   |
| Rental                   | 1        | 10/24/2024: Storm Pipe - Plugs - Rental - Type: Other -<br>Notes: Plug #1 Rental Fee                                           | 650.00       | 650.00     |
| Rental                   | 1        | 10/24/2024: Storm Pipe - Plugs - Rental - Type: Other -<br>Notes: Plug #2 Rental Fee                                           | 650.00       | 650.00     |
|                          |          |                                                                                                                                | <b>Total</b> |            |



# Invoice

209 San Carlos Ave  
Suite 1181  
Sanford, FL 32771

| Date       | Invoice #  |
|------------|------------|
| 10/22/2024 | 3040835384 |

| Bill To                                                                               |
|---------------------------------------------------------------------------------------|
| Cathcart Construction Company<br>1056 Willa Springs Drive<br>Winter Springs, FL 32708 |

| P.O. No. | Terms  | Project                      |
|----------|--------|------------------------------|
|          | Net 30 | 5490 Mount Dora 20" Gravi... |

| Item                     | Quantity | Description                                                                                                                      | Rate         | Amount   |
|--------------------------|----------|----------------------------------------------------------------------------------------------------------------------------------|--------------|----------|
| Rental                   | 1        | 10/24/2024: Storm Pipe - Plugs - Rental - Type: Other - Notes: Plug #3 Rental Fee                                                | 650.00       | 650.00   |
| Rental                   | 1        | 10/24/2024: Storm Pipe - Plugs - Rental - Type: Other - Notes: Plug #4 Rental Fee                                                | 400.00       | 400.00   |
| Rental                   | 1        | 10/24/2024: Storm Pipe - Plugs - Rental - Type: Other - Notes: Plug #5 Rental Fee                                                | 400.00       | 400.00   |
| Heavy Cleaning           | 7        | 10/16/2024: Sanitary Pipe - VAC Truck - Heavy Cleaning - Start: S-1 - Type: CPVC - Notes: Dewatered man hole/ bypass as directed | 375.00       | 2,625.00 |
| Video Inspection         | 4        | 10/16/2024: Sanitary Pipe - TV Truck - Video Inspection - Start: 1 - End: 2 - Type: CPVC - Notes: TV as directed                 | 375.00       | 1,500.00 |
| Delivery / Install / ... | 1        | 10/16/2024: Storm Pipe - Plugs - Delivery / Install / Removal - Type: Other - Notes: 24" Plug #1 install                         | 750.00       | 750.00   |
| Delivery / Install / ... | 1        | 10/16/2024: Storm Pipe - Plugs - Delivery / Install / Removal - Type: Other - Notes: 24" Plug #2 install                         | 750.00       | 750.00   |
| Delivery / Install / ... | 1        | 10/16/2024: Storm Pipe - Plugs - Delivery / Install / Removal - Type: Other - Notes: Plug delivery charge                        | 200.00       | 200.00   |
| Heavy Cleaning           | 7        | 10/16/2024: Sanitary Pipe - VAC Truck - Heavy Cleaning - Type: Other - Notes: Supervisor Hours                                   | 65.00        | 455.00   |
| Heavy Cleaning           | 16       | 10/17/2024: Sanitary Pipe - VAC Truck - Heavy Cleaning - Type: Other - Notes: Maintain system - Pump Truck                       | 400.00       | 6,400.00 |
| Heavy Cleaning           | 9        | 10/17/2024: Sanitary Pipe - VAC Truck - Heavy Cleaning - Start: S-1 - Type: CPVC - Notes: Dewatered man hole/ bypass as directed | 375.00       | 3,375.00 |
| Video Inspection         | 2.5      | 10/17/2024: Sanitary Pipe - TV Truck - Video Inspection - Start: 1 - End: 2 - Type: CPVC - Notes: TV as directed                 | 375.00       | 937.50   |
| Heavy Cleaning           | 24       | 10/17/2024: Sanitary Pipe - VAC Truck - Heavy Cleaning - Type: Other - Notes: Supervisor Hours                                   | 65.00        | 1,560.00 |
| Heavy Cleaning           | 16       | 10/18/2024: Sanitary Pipe - VAC Truck - Heavy Cleaning - Type: Other - Notes: Maintain system - Pump Truck                       | 400.00       | 6,400.00 |
| Heavy Cleaning           | 16       | 10/18/2024: Sanitary Pipe - VAC Truck - Heavy Cleaning - Type: Other - Notes: Supervisor Hours                                   | 65.00        | 1,040.00 |
| Delivery / Install / ... | 1        | 10/18/2024: Storm Pipe - Plugs - Delivery / Install / Removal - Type: Other - Notes: 24" Plug #3 install                         | 750.00       | 750.00   |
|                          |          |                                                                                                                                  | <b>Total</b> |          |



209 San Carlos Ave  
Suite 1181  
Sanford, FL 32771

# Invoice

| Date       | Invoice #  |
|------------|------------|
| 10/22/2024 | 3040835384 |

| Bill To                                                                               |
|---------------------------------------------------------------------------------------|
| Cathcart Construction Company<br>1056 Willa Springs Drive<br>Winter Springs, FL 32708 |

| P.O. No. | Terms  | Project                      |
|----------|--------|------------------------------|
|          | Net 30 | 5490 Mount Dora 20" Gravi... |

| Item                     | Quantity | Description                                                                                                    | Rate         | Amount              |
|--------------------------|----------|----------------------------------------------------------------------------------------------------------------|--------------|---------------------|
| Delivery / Install / ... | 1        | 10/18/2024: Storm Pipe - Plugs - Delivery / Install / Removal<br>- Type: Other - Notes: 24" Plug #1 Removal    | 750.00       | 750.00              |
| Delivery / Install / ... | 1        | 10/18/2024: Storm Pipe - Plugs - Delivery / Install / Removal<br>- Type: Other - Notes: 24" Plug #1 re-install | 750.00       | 750.00              |
| Delivery / Install / ... | 1        | 10/18/2024: Storm Pipe - Plugs - Delivery / Install / Removal<br>- Type: Other - Notes: 24" Plug #2 removal    | 750.00       | 750.00              |
| Delivery / Install / ... | 1        | 10/18/2024: Storm Pipe - Plugs - Delivery / Install / Removal<br>- Type: Other - Notes: 24" Plug #3 removal    | 750.00       | 750.00              |
|                          |          |                                                                                                                | <b>Total</b> | <b>\$241,677.50</b> |

# INVOICE

MTS Services LLC

PO Box 272

De Leon Springs, FL 32130-0272

MTSSERVE@GMAIL.COM

+1 (386) 785-5536



Sub # 5490

Entered on Invoice

## Bill to

Cathcart Construction Company

## Ship to

Cathcart Construction Company

## Invoice details

Invoice no.: 1680

Terms: Net 15

Invoice date: 10/21/2024

Due date: 11/05/2024

| #  | Product or service | Description                | Qty | Rate       | Amount     |
|----|--------------------|----------------------------|-----|------------|------------|
| 1. | Concrete Pump      | Pump 10 yards - Mount Dora | 1   | \$1,000.00 | \$1,000.00 |
| 2. |                    | PO #5490                   |     |            |            |

Total

\$1,000.00

## Ways to pay



John Miller Trucking Inc dba Millers  
Sod Sales  
934 S Orange Blossom Trl  
Apopka, FL 32703 US  
407-814-2489  
johnmillertrucking@aol.com

**BILL TO**  
Cathcart Construction Co.  
2564 Connection Point  
Oviedo, FL 32765 407-629-2900

**SHIP TO**  
Cathcart Construction Co.

**INVOICE 21580**

**DATE 10/28/2024 TERMS Net 30**

**DUE DATE 11/27/2024**

|                                |                            |                               |                               |                         |                    |
|--------------------------------|----------------------------|-------------------------------|-------------------------------|-------------------------|--------------------|
| <b>SHIP DATE</b><br>10/28/2024 | <b>SHIP VIA</b><br>pick up | <b>TRACKING NO.</b><br>Monday | <b>PHONE#</b><br>863-585-1406 | <b>SALESMAN</b><br>Sara | <b>PO#</b><br>5490 |
|--------------------------------|----------------------------|-------------------------------|-------------------------------|-------------------------|--------------------|

| DATE | ACTIVITY                | DESCRIPTION            | QTY | RATE   | AMOUNT  |
|------|-------------------------|------------------------|-----|--------|---------|
|      | Bahia Argentine- 400'-2 | Bahia Argentine-400'-2 | 2   | 108.00 | 216.00T |
|      | Refundable Pallet Fee   | Refundable Pallet Fee  | 2   | 10.00  | 20.00   |
|      | Pallet Restocking       | Pallet Restocking      | 2   | 2.00   | 4.00T   |
|      | Fuel Surcharge          | Fuel Surcharge         | 2   | 7.00   | 14.00T  |

Upon Pickup or Delivery, Please Inspect your sod. If it is not acceptable, please notify management. You have the right to refuse the delivery and request replacement or refund PRIOR to acceptance. Signature indicates acceptance of sod AS IS. JFMTI or MSS will not be held liable for any damages to concrete or paver driveways or curbs, unmarked sprinkler heads, pavers, septic tanks, underground pipes and or valves, fences, yard ornaments during sod placement or installation. NOT RESPONSIBLE FOR DAMAGE TO EQUIPMENT WHILE LOADING SOD

|              |               |
|--------------|---------------|
| SUBTOTAL     | 254.00        |
| TAX          | 15.21         |
| <b>TOTAL</b> | <b>269.21</b> |

|                  |                 |
|------------------|-----------------|
| <b>TOTAL DUE</b> | <b>\$269.21</b> |
|------------------|-----------------|

Customer grants JFMTI or Millers Sod Sales permission to enter their property for the purpose of distributing pallets and or installation of sod.

X\_\_\_\_\_



# SUNBELT RENTALS®

## SEND ALL PAYMENTS TO:

SUNBELT RENTALS, INC.  
PO BOX 409211  
ATLANTA, GA 30384-9211

INVOICE NO. 160949804-0001

ACCOUNT NO. 18137

INVOICE DATE 10/28/24

PAGE 1 of 1

### INVOICE TO



1oz - 340 - 345  
CATHCART CONTRACTING COMPANY  
1056 WILLA SPRINGS DRIVE  
WINTER SPRINGS, FL 32708

### JOB ADDRESS

5490 GRAVITY MAIN BREAK  
W 13TH AVE  
MOUNT DORA, FL 32757  
321-458-6554

### RECEIVED BY

HEARN, COREY

### CONTRACT NO.

160949804

### PURCHASE ORDER NO.

5490

### JOB NO.

5490

### BRANCH

TAMPA PUMP SOLUTIONS PC1148  
2530 FRONTAGE PARK PL  
PLANT CITY, FL 33563 9101  
813-559-6706

| QTY   | EQUIPMENT #                         | Min   | Day   | Week   | 4 Week | Amount  |
|-------|-------------------------------------|-------|-------|--------|--------|---------|
| 10.00 | 8X50 LAYFLAT NITRILE DIS BAUER HOSE | 40.00 | 40.00 | 115.00 | 330.00 | 1150.00 |
|       | Billed from 10/18/24 thru 10/24/24  |       |       |        |        |         |
|       | # 460' Bauer discharge              |       |       |        |        |         |

Rental Sub-total: 1150.00

### SALES ITEMS:

| Qty | Item number                                           | Unit | Price   | Amount |
|-----|-------------------------------------------------------|------|---------|--------|
| 1   | DLPKSRCHG                                             | EA   | 140.000 | 140.00 |
|     | TRANSPORTATION SURCHARGE                              |      |         |        |
| 1   | RENTAL PROTECTION PLAN                                | EA   |         | 172.50 |
|     | DELIVERY CHARGE                                       |      |         | 400.00 |
|     | PICKUP CHARGE                                         |      |         | 400.00 |
|     | FINAL BILL: 10/18/24 12:00 PM THRU 10/24/24 10:45 AM. |      |         |        |

## Equipment. Service. Guaranteed.

### REMIT TO:

SUNBELT RENTALS, INC.  
PO BOX 409211  
ATLANTA, GA 30384-9211  
December 17, 2024 City Council

### NET 30

Invoices not paid within 30 days may be subject to a 1-½%  
per month charge.  
Regular Session Agenda Packet

DERITA THORNTON derita.thornton@sunbeltrentals.com

### SUBTOTAL

2,262.50

### SALES TAX

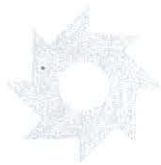
90.30

### INVOICE TOTAL

2,352.80

RENTAL RETURN

Page 532 of 581



# SUNBELT RENTALS

SEND ALL PAYMENTS TO:

SUNBELT RENTALS, INC.  
PO BOX 409211  
ATLANTA, GA 30384-9211

INVOICE NO. 160887025-0001

ACCOUNT NO. 18137

INVOICE DATE 10/23/24

PAGE 1 of 1

## INVOICE TO



102 - 421 - 426  
CATHCART CONTRACTING COMPANY  
1056 WILLA SPRINGS DRIVE  
WINTER SPRINGS, FL 32708

## JOB ADDRESS

5490 GRAVITY MAIN BREAK  
W 13TH AVE  
MOUNT DORA, FL 32757  
321-458-6554

## RECEIVED BY

WILLIAMS, JUSTIN

## CONTRACT NO.

160887025

## PURCHASE ORDER NO.

5490

## JOB NO.

5490

## BRANCH

SANFORD PC031  
3901 W FIRST STREET  
SANFORD, FL 32771  
407-323-7774

| QTY               | EQUIPMENT #                                                            | Min    | Day     | Week   | 4 week  | Amount |
|-------------------|------------------------------------------------------------------------|--------|---------|--------|---------|--------|
| 1.00              | 4000W HYBRID SOLAR LIGHT TOWER                                         | 345.00 | 345.00  | 955.00 | 1610.00 | 955.00 |
|                   | 10131305 Make: NAT SIGNAL Model: LTS-160H-750K Ser #: 1N9LX1011JF27228 |        |         |        |         |        |
|                   | HR OUT: 1178.400 HR IN: 1182.000 TOTAL: 3.600                          |        |         |        |         |        |
|                   | Billed from 10/16/24 thru 10/21/24                                     |        |         |        |         |        |
| Rental Sub-total: |                                                                        |        |         |        |         | 955.00 |
| SALES ITEMS:      |                                                                        |        |         |        |         |        |
| Qty               | Item number                                                            | Unit   | Price   |        |         |        |
| 1                 | AFTERHOURS                                                             | EA     | 250.000 |        |         | 250.00 |
|                   | 2361XXX000 EMERG. RESPONSE OPENING CHARG                               |        |         |        |         |        |
| 1                 | ENVIRONMENTAL                                                          | EA     | 14.320  |        |         | 14.32  |
|                   | 2133XXX000 ENVIRON/HAZMAT/DISPOSAL FEE                                 |        |         |        |         |        |
| 1                 | RF                                                                     | EA     |         |        |         | N/C    |
|                   | RETURNED FULL                                                          |        |         |        |         |        |
| 1                 | RENTAL PROTECTION PLAN                                                 | EA     |         |        |         | 143.25 |
|                   | FINAL BILL: 10/16/24 04:00 PM THRU 10/21/24 07:00 AM.                  |        |         |        |         |        |

Mount Dora 20" Gravity  
Equipment. Service. Guaranteed.

## REMIT TO:

SUNBELT RENTALS, INC.  
PO BOX 409211  
ATLANTA, GA 30384-9211  
December 17, 2024 City Council

## NET 30

Invoices not paid within 30 days may be subject to a 1-1/2%  
per month charge.  
Regular Session Agenda Packet

DERITA THORNTON derita.thornton@sunbeltrentals.com

## SUBTOTAL

1,362.57

## SALES TAX

85.35

## INVOICE TOTAL

1,447.92

RENTAL RETURN Page 533 of 581



BRANCH 669  
1150 E LANDSTREET RD  
ORLANDO FL 32824-7917  
407-851-1660



## RENTAL RETURN INVOICE

# 240471621-001

Job Site

MT. DORA 20" GRAVITY #5490  
255 W 13TH AVE  
MOUNT DORA FL 32757-4246

Office: 407-629-2900 Job: 407-629-2900

Customer # : 3037531  
Invoice Date : 10/28/24  
Rental Out : 10/23/24 12:00 PM  
Rental In : 10/25/24 09:00 AM  
UR Job Loc : 255 W 13TH AVE, MOUN  
UR Job # : 696  
Customer Job ID:  
P.O. # : 5490  
Requested By : COREY HEARN  
Approved By : COREY HEARN  
Salesperson : TYLER JONES

CATHCART CONSTRUCTION CO-FL  
1056 WILLA SPRINGS DR  
WINTER SPGS FL 32708-5214

**Invoice Amount: \$2,042.07**

Terms: Due Upon Receipt  
Payment options: Contact our credit office 704-916-4840  
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

### RENTAL ITEMS:

| Qty | Equipment | Description                                                                                                           | Minimum | Day    | Week     | 4 Week   | Amount   |
|-----|-----------|-----------------------------------------------------------------------------------------------------------------------|---------|--------|----------|----------|----------|
| 1   | 907/0545  | MINI EXCAVATOR BUCKET 24"                                                                                             |         |        |          |          | N/C      |
| 1   | 11480073  | MINI EXCAVATOR 14800-19999#<br>Make: TAKEUCHI Model: TB290C<br>Serial: 185109179 Meter out: 1574.10 Meter in: 1585.40 |         | 624.00 | 1,533.00 | 3,573.00 | 1,248.00 |

Rental Subtotal: 1,248.00

### SALES/MISCELLANEOUS ITEMS:

| Qty                  | Item                                   | Price   | Unit of Measure | Extended Amt. |
|----------------------|----------------------------------------|---------|-----------------|---------------|
| 1                    | ENVIRONMENTAL SERVICE CHARGE [ENV/MCI] | 24.960  | EACH            | 24.96         |
| 1                    | DELIVERY CHARGE                        | 340.000 | EACH            | 340.00        |
| 1                    | PICKUP CHARGE                          | 340.000 | EACH            | 340.00        |
| Sales/Misc Subtotal: |                                        |         |                 | 704.96        |
| Agreement Subtotal:  |                                        |         |                 | 1,952.96      |
| Tax:                 |                                        |         |                 | 89.11         |
| Total:               |                                        |         |                 | 2,042.07      |

### COMMENTS/NOTES:

CONTACT: COREY HEARN  
CELL#: 352-217-6464

CONTINUED

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT IS AVAILABLE AT THE TIME OF RENTAL.   
December 17, 2024 One Council Regular Session Agenda Page 28



BRANCH 569  
1150 E LANDSTREET RD  
ORLANDO FL 32824-7917  
407-851-1660

# 240471621-001

Job Site

MT. DORA 20" GRAVITY #5490  
255 W 13TH AVE  
MOUNT DORA FL 32757-4246

Office: 407-629-2900 Job: 407-629-2900

CATHCART CONSTRUCTION CO-FL  
1056 WILLA SPRINGS DR  
WINTER SPGS FL 32708-5214

Customer # : 3037531  
Invoice Date : 10/28/24  
Rental Out : 10/23/24 12:00 PM  
Rental In : 10/25/24 09:00 AM  
UR Job Loc : 255 W 13TH AVE, MOUN  
UR Job # : 696  
Customer Job ID:  
P.O. # : 5490  
Requested By : COREY HEARN  
Approved By : COREY HEARN  
Salesperson : TYLER JONES

**Invoice Amount: \$2,042.07**

Terms: Due Upon Receipt  
Payment options: Contact our credit office 704-916-4840  
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

### Customer Accounting Page

| Start Dt | End Date | Percent | Pre-Tax | Tax   | Total   |
|----------|----------|---------|---------|-------|---------|
| 10/23/24 | 10/25/24 | 100     | 1952.96 | 89.11 | 2042.07 |

| Description | Code |
|-------------|------|
| JOB NUMBER  | 5490 |

\*\*\*\*\*



TRENCH SAFETY  
BRANCH G04  
600 E LANDSTREET RD  
ORLANDO FL 32824-7801  
407-888-9394



# RENTAL RETURN INVOICE

# 240216367-001

Job Site

EMERGENCY REPAIR #5490  
255 W 13TH AVE  
MOUNT DORA FL 32757

Office: 407-629-2900

Customer # : 3037531  
Invoice Date : 10/24/24  
Rental Out : 10/16/24 11:59 PM  
Rental In : 10/22/24 05:57 AM  
UR Job Loc : 255 W 13TH AVE, MOUN  
UR Job # : 697  
Customer Job ID:  
P.O. # : 5490  
Requested By : JUSTIN WILLIAMS  
Approved By : JUSTIN WILLIAMS  
Salesperson : NICK BROWN

CATHCART CONSTRUCTION CO-FL  
1056 WILLA SPRINGS DR  
WINTER SPGS FL 32708-5214

Invoice Amount: \$1,961.19

Terms: Due Upon Receipt  
Payment options: Contact our credit office 704-916-4840  
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

Entered on Invoice.

## RENTAL ITEMS:

| Qty | Equipment | Description                                                                                   | Minimum | Day    | Week   | 4 Week   | Amount |
|-----|-----------|-----------------------------------------------------------------------------------------------|---------|--------|--------|----------|--------|
| 1   | 11399353  | TRENCH BOX 8' X 16' (4" SKE)<br>Make: SPEEDSHORE Model: TS-0816UR4HSKE<br>Serial: U-22-6184-S |         | 293.00 | 713.00 | 1,790.00 | 713.00 |
| 32  | 940/5655  | 8" SPREADER BAR (LINEAR FEET)<br>SET OF 8FT SPREADERS                                         |         |        |        |          | N/C    |
| 8   | 941/8101  | SPREADER BAR PIN 10"                                                                          |         |        |        |          | N/C    |
| 1   | 330/6914  | SLING CHAIN 3/8" X 16' ADJ 4 LEG                                                              |         | 69.00  | 158.50 | 320.50   | 158.50 |

Rental Subtotal: 871.50

## SALES/MISCELLANEOUS ITEMS:

| Qty | Item                | Price         | Unit of Measure | Extended Amt. |
|-----|---------------------|---------------|-----------------|---------------|
| 1   | CRANE TRUCK SET FEE | [SET FEE/MCI] | EACH            | 185.00        |
| 1   | DELIVERY CHARGE     | 500.000       | EACH            | 500.00        |
| 1   | PICKUP CHARGE       | 200.000       | EACH            | 200.00        |

Sales/Misc Subtotal: 885.00

Agreement Subtotal: 1,756.50

Rental Protection: 130.73

Tax: 73.96

Total: 1,961.19

## COMMENTS/NOTES:

CONTACT: COREY HEARN  
CELL#: 352-217-6464  
\*\*EMERGENCY ORDER\*\* DELIVER ASAP TO SITE  
AFTER HOURS.

CONTINUED

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



TRENCH SAFETY  
BRANCH 604  
600 E LANDSTREET RD  
ORLANDO FL 32824-7801  
407-888-9394



# RENTAL RETURN INVOICE

# 240216367-001

Job Site

EMERGENCY REPAIR #5490  
255 W 13TH AVE  
MOUNT DORA FL 32757

Office: 407-629-2900

CATHCART CONSTRUCTION CO-FL  
1056 WILLA SPRINGS DR  
WINTER SPGS FL 32708-5214

Customer # : 3037531  
Invoice Date : 10/24/24  
Rental Out : 10/16/24 11:59 PM  
Rental In : 10/22/24 05:57 AM  
UR Job Loc : 255 W 13TH AVE, MOUN  
UR Job # : 697  
Customer Job ID:  
P.O. # : 5490  
Requested By : JUSTIN WILLIAMS  
Approved By : JUSTIN WILLIAMS  
Salesperson : NICK BROWN

**Invoice Amount: \$1,961.19**

Terms: Due Upon Receipt  
Payment options: Contact our credit office 704-916-4640  
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

## Customer Accounting Page

| Start Dt | End Date | Percent | Pre-Tax | Tax   | Total   |
|----------|----------|---------|---------|-------|---------|
| 10/16/24 | 10/22/24 | 100     | 1887.23 | 73.96 | 1961.19 |

| Description | Code |
|-------------|------|
| JOB NUMBER  | 5490 |

\*\*\*\*\*



# 240223074-001

BRANCH 17F  
11909 S ORANGE BLOSSOM TRL  
ORLANDO FL 32837-9252  
407-851-3600  
407-855-8850 FAX

Job Site

MT. DORA 20" GRAVITY #5490  
255 W 13TH AVE  
MOUNT DORA FL 32757-4246

Office: 407-629-2900 Job: 407-629-2900

Customer # : 3037531  
Invoice Date : 10/25/24  
Rental Out : 10/17/24 07:00 AM  
Rental In : 10/25/24 07:00 AM  
UR Job Loc : 255 W 13TH AVE, MOUN  
UR Job # : 696  
Customer Job ID:  
P.O. # : 5490  
Requested By : JUSTIN WILLIAMS  
Approved By : JUSTIN WILLIAMS  
Salesperson : TYLER JONES

CATHCART CONSTRUCTION CO-FL  
1056 WILLA SPRINGS DR  
WINTER SPGS FL 32708-5214

**Invoice Amount: \$4,888.78**

Terms: Due Upon Receipt  
Payment options: Contact our credit office 704-916-4840  
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

## RENTAL ITEMS:

| Qty | Equipment | Description                                                                                                         | Minimum  | Day      | Week     | 4 Week   | Amount   |
|-----|-----------|---------------------------------------------------------------------------------------------------------------------|----------|----------|----------|----------|----------|
| 1   | 11218571  | LOADER WHEEL FORK ATTACHMENT<br>Make: TAG Model: 107-0288Q<br>Serial: 339823-03                                     | 76.40    | 76.40    | 215.32   | 495.46   | 215.32   |
| 1   | 11209071  | LOADER WHEEL 3.0-3.4 CUBIC YARD<br>Make: CASE Model: 621G<br>Serial: NMF251671 Meter out: 2653.20 Meter in: 2685.00 | 1,126.00 | 1,126.00 | 2,687.00 | 6,655.00 | 2,687.00 |

Rental Subtotal: 2,902.32

## SALES/MISCELLANEOUS ITEMS:

| Qty                  | Item                         | Price            | Unit of Measure | Extended Amt. |
|----------------------|------------------------------|------------------|-----------------|---------------|
| 1                    | ENVIRONMENTAL SERVICE CHARGE | [ENV/MCI] 53.740 | EACH            | 53.74         |
| 17                   | DIESEL FUEL                  | [DSL/MCI] 7.400  | EACH            | 125.80        |
| 1                    | DELIVERY CHARGE              | 1050.000         | EACH            | 1,050.00      |
| 1                    | PICKUP CHARGE                | 550.000          | EACH            | 550.00        |
| Sales/Misc Subtotal: |                              |                  |                 | 1,779.54      |
| Agreement Subtotal:  |                              |                  |                 | 4,556.06      |
| Fuel:                |                              |                  |                 | 125.80        |
| Tax:                 |                              |                  |                 | 206.92        |
| Total:               |                              |                  |                 | 4,888.78      |

## COMMENTS/NOTES:

CONTACT: JUSTIN WILLIAMS  
CELL#: 321-458-6554

CONTINUED

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



# RENTAL RETURN INVOICE

# 240223074-001

Job Site

MT. DORA 20" GRAVITY #5490  
255 W 13TH AVE  
MOUNT DORA FL 32757-4246

Office: 407-629-2900 Job: 407-629-2900

CATHCART CONSTRUCTION CO-FL  
1056 WILLA SPRINGS DR  
WINTER SPGS FL 32708-5214

Customer # : 3037531  
Invoice Date : 10/25/24  
Rental Out : 10/17/24 07:00 AM  
Rental In : 10/25/24 07:00 AM  
UR Job Loc : 255 W 13TH AVE, MOUN  
UR Job # : 696  
Customer Job ID:  
P.O. # : 5490  
Requested By : JUSTIN WILLIAMS  
Approved By : JUSTIN WILLIAMS  
Salesperson : TYLER JONES

**Invoice Amount: \$4,888.78**

Terms: Due Upon Receipt  
Payment options: Contact our credit office 704-916-4840  
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

## Customer Accounting Page

| Start Dt | End Date | Percent | Pre-Tax | Tax    | Total   |
|----------|----------|---------|---------|--------|---------|
| 10/17/24 | 10/25/24 | 100     | 4681.86 | 206.92 | 4888.78 |

| Description | Code |
|-------------|------|
| JOB NUMBER  | 5490 |

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BRANCH 669  
1150 E LANDSTREET RD  
ORLANDO FL 32824-7917  
407-851-1660

# 240220141-001

Job Site

MT. DORA 20" GRAVITY #5490  
255 W 13TH AVE  
MOUNT DORA FL 32757-4246

Office: 407-629-2900 Job: 407-629-2900

Customer # : 3037531  
Invoice Date : 10/22/24  
Rental Out : 10/17/24 07:30 AM  
Rental In : 10/21/24 08:07 AM  
UR Job Loc : 255 W 13TH AVE, MOUN  
UR Job # : 696  
Customer Job ID:  
P.O. # : 5490  
Requested By : JUSTIN WILLIAMS  
Approved By : JUSTIN WILLIAMS  
Salesperson : TYLER JONES

CATHCART CONSTRUCTION CO-FL  
1056 WILLA SPRINGS DR  
WINTER SPGS FL 32708-5214

**Invoice Amount: \$1,117.21**

Terms: Due Upon Receipt  
Payment options: Contact our credit office 704-916-4840  
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

### RENTAL ITEMS:

| Qty | Equipment | Description                                                                                                                 | Minimum | Day    | Week   | 4 Week | Amount |
|-----|-----------|-----------------------------------------------------------------------------------------------------------------------------|---------|--------|--------|--------|--------|
| 1   | 11349664  | LIGHT TOWER, 4-7KW VERT MAST<br>Make: WACKER Model: LTV6L<br>Serial: WNCLTV01PPUM11484 Meter out: 1611.11 Meter in: 1611.20 |         | 156.00 | 329.00 | 657.00 | 329.00 |

Rental Subtotal: 329.00

### SALES/MISCELLANEOUS ITEMS:

| Qty                  | Item                         | Price           | Unit of Measure | Extended Amt. |
|----------------------|------------------------------|-----------------|-----------------|---------------|
| 1                    | ENVIRONMENTAL SERVICE CHARGE | [ENV/MCI] 6.580 | EACH            | 6.58          |
| 1.10                 | DIESEL FUEL                  | [DSL/MCI] 7.400 | EACH            | 8.14          |
| 1                    | DELIVERY CHARGE              | 500.000         | EACH            | 500.00        |
| 1                    | PICKUP CHARGE                | 250.000         | EACH            | 250.00        |
| Sales/Misc Subtotal: |                              |                 |                 | 764.72        |
| Agreement Subtotal:  |                              |                 |                 | 1,085.58      |
| Fuel:                |                              |                 |                 | 8.14          |
| Tax:                 |                              |                 |                 | 23.49         |
| Total:               |                              |                 |                 | 1,117.21      |

### COMMENTS/NOTES:

CONTACT: COREY HEARN  
CELL#: 352-217-6464

CONTINUED

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT IS AVAILABLE AT THE BOTTOM OF EACH INVOICE. **December 17, 2024 City Council Regular Session Agenda Packet** Page 540 of 581



# 240220141-001

BRANCH 669  
1150 E LANDSTREET RD  
ORLANDO FL 32824-7917  
407-851-1660

Job Site

MT. DORA 20" GRAVITY #5490  
255 W 13TH AVE  
MOUNT DORA FL 32757-4246

Office: 407-629-2900 Job: 407-629-2900

Customer # : 3037531  
Invoice Date : 10/22/24  
Rental Out : 10/17/24 07:30 AM  
Rental In : 10/21/24 08:07 AM  
UR Job Loc : 255 W 13TH AVE, MOUN  
UR Job # : 696  
Customer Job ID:  
P.O. # : 5490  
Requested By : JUSTIN WILLIAMS  
Approved By : JUSTIN WILLIAMS  
Salesperson : TYLER JONES

CATHCART CONSTRUCTION CO-FL  
1056 WILLA SPRINGS DR  
WINTER SPGS FL 32708-5214

**Invoice Amount: \$1,117.21**

Terms: Due Upon Receipt  
Payment options: Contact our credit office 704-916-4840  
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

### Customer Accounting Page

| Start Dt | End Date | Percent | Pre-Tax | Tax   | Total   |
|----------|----------|---------|---------|-------|---------|
| 10/17/24 | 10/21/24 | 100     | 1093.72 | 23.49 | 1117.21 |

| Description | Code |
|-------------|------|
| JOB NUMBER  | 5490 |

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FLUID SOLUTIONS  
BRANCH 68K  
706 W LANDSTREET RD  
ORLANDO FL 32824-8021  
407-812-4007  
407-812-4030 FAX

# 240481923-001

Job Site

MT. DORA 20" GRAVITY #5490  
255 W 13TH AVE  
MOUNT DORA FL 32757-4246

Office: 407-629-2900 Job: 407-629-2900

Customer # : 3037531  
Invoice Date : 10/28/24  
Rental Out : 10/17/24 08:00 AM  
Rental In : 10/23/24 03:47 PM  
UR Job Loc : 255 W 13TH AVE, MOUN  
UR Job # : 696  
Customer Job ID:  
P.O. # : 5490  
Requested By : COREY HEARN  
Approved By : COREY HEARN  
Salesperson : AVI MEJIA

CATHCART CONSTRUCTION CO-FL  
1056 WILLA SPRINGS DR  
WINTER SPGS FL 32708-5214

**Invoice Amount: \$4,845.44**

Terms: Due Upon Receipt  
Payment options: Contact our credit office 704-916-4840  
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

### RENTAL ITEMS:

| Qty | Equipment | Description                                                                                                                | Minimum | Day    | Week     | 4 Week   | Amount   |
|-----|-----------|----------------------------------------------------------------------------------------------------------------------------|---------|--------|----------|----------|----------|
| 1   | 11889553  | PUMP 4" DOUBLE DIAPHRAGM - DIESEL<br>Make: MYERS Model: DD-4SE/HA/T<br>Serial: JN-3391 Meter out: 2.00 Meter in: 11.00     |         | 306.00 | 612.00   | 1,222.00 | 612.00   |
| 4   | SK X 4 BL |                                                                                                                            |         |        |          |          |          |
| 2   | 536/6630  | HOSE 4X50 LAYFLAT DISCHARGE - QC                                                                                           |         | 39.00  | 76.00    | 151.00   | 152.00   |
| 1   | 11680589  | PUMP 6" VAC ASSIST - DIESEL<br>Make: AMERICAN Model: 6612T-RP-TD2.9<br>Serial: 264526 Meter out: 4404.00 Meter in: 4414.00 |         | 626.00 | 1,250.00 | 2,499.00 | 1,250.00 |
| 6   | SK X 6 BL |                                                                                                                            |         |        |          |          |          |
| 11  | 545/2395  | 6X20 HDPE DR17 QC                                                                                                          |         | 18.00  | 36.00    | 108.00   | 396.00   |
| 17  | 545/2397  | 8X20 HDPE DR17 QC                                                                                                          |         | 40.00  | 75.00    | 215.00   | 1,275.00 |
| 2   | 545/6890  | 8" QC 90 BEND                                                                                                              |         | 18.00  | 36.00    | 53.00    | 72.00    |
| 2   | 545/6690  | 6" QC 90 BEND                                                                                                              |         | 21.00  | 40.00    | 51.00    | 80.00    |
| 1   | 545/1111  | MISC FITTINGS<br>8 SK X 6 BL                                                                                               |         |        |          |          | N/C      |

Rental Subtotal: 3,837.00

### SALES/MISCELLANEOUS ITEMS:

| Qty | Item                                   | Price   | Unit of Measure | Extended Amt. |
|-----|----------------------------------------|---------|-----------------|---------------|
| 1   | ENVIRONMENTAL SERVICE CHARGE [ENV/MCI] | 37.240  | EACH            | 37.24         |
| 1   | DELIVERY CHARGE                        | 350.000 | EACH            | 350.00        |
| 1   | PICKUP CHARGE                          | 350.000 | EACH            | 350.00        |

Sales/Misc Subtotal: 737.24

Agreement Subtotal: 4,574.24

Tax: 271.20

Total: 4,845.44

### COMMENTS/NOTES:

CONTACT: COREY HEARN  
CELL#: 352-217-6464

CONTINUED

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

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December 17, 2024 City Council Regular Session Agenda Page 542 of 581



PARTIAL RETURN  
INVOICE

# 240481923-001

Job Site

MT. DORA 20" GRAVITY #5490  
255 W 13TH AVE  
MOUNT DORA FL 32757-4246

Office: 407-629-2900 Job: 407-629-2900

Customer # : 3037531  
Invoice Date : 10/28/24  
Rental Out : 10/17/24 08:00 AM  
Rental In : 10/23/24 03:47 PM  
UR Job Loc : 255 W 13TH AVE, MOUN  
UR Job # : 696  
Customer Job ID:  
P.O. # : 5490  
Requested By : COREY HEARN  
Approved By : COREY HEARN  
Salesperson : AVI MEJIA

CATHCART CONSTRUCTION CO-FL  
1056 WILLA SPRINGS DR  
WINTER SPGS FL 32708-5214

Invoice Amount: \$4,845.44

Terms: Due Upon Receipt  
Payment options: Contact our credit office 704-916-4840  
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

Customer Accounting Page

| Start Dt | End Date | Percent | Pre-Tax | Tax    | Total   |
|----------|----------|---------|---------|--------|---------|
| 10/17/24 | 10/23/24 | 100     | 4574.24 | 271.20 | 4845.44 |

| Description | Code |
|-------------|------|
| JOB NUMBER  | 5490 |

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# RENTAL RETURN INVOICE

# 240398993-001

BRANCH DK2  
11403 ROCKET BLVD  
ORLANDO FL 32824-8514  
407-459-7000  
407-459-7002 FAX

Job Site

MT. DORA 20" GRAVITY #5490  
255 W 13TH AVE  
MOUNT DORA FL 32757-4246

Office: 407-629-2900 Job: 407-629-2900

Customer # : 3037531  
Invoice Date : 10/29/24  
Rental Out : 10/22/24 12:00 PM  
Rental In : 10/29/24 11:37 AM  
UR Job Loc : 255 W 13TH AVE, MOUN  
UR Job # : 696  
Customer Job ID:  
P.O. # : 5490  
Requested By : COREY HEARN  
Approved By : COREY HEARN  
Salesperson : TYLER JONES

CATHCART CONSTRUCTION CO-FL  
1056 WILLA SPRINGS DR  
WINTER SPGS FL 32708-5214

Invoice Amount: \$2,424.16

Terms: Due Upon Receipt  
Payment options: Contact our credit office 704-918-4840  
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

## RENTAL ITEMS:

| Qty | Equipment | Description                                                                                                                   | Minimum | Day    | Week     | 4 Week   | Amount   |
|-----|-----------|-------------------------------------------------------------------------------------------------------------------------------|---------|--------|----------|----------|----------|
| 1   | 903/5073  | SKID STEER BUCKET 72" SMOOTH                                                                                                  |         |        |          |          | N/C      |
| 1   | 903/5410  | SKID STEER FORK ATTACHMENT                                                                                                    | 48.62   | 72.93  | 235.00   | 474.63   | 235.00   |
| 1   | 11722730  | SKID STEER TRACK LOADER 2400-2799#<br>Make: TAKEUCHI Model: TL10V2-CR<br>Serial: 410006995 Meter out: 491.20 Meter in: 502.00 |         | 473.00 | 1,266.00 | 2,943.00 | 1,266.00 |

Rental Subtotal: 1,501.00

## SALES/MISCELLANEOUS ITEMS:

| Qty                  | Item                         | Price            | Unit of Measure | Extended Amt. |
|----------------------|------------------------------|------------------|-----------------|---------------|
| 1                    | ENVIRONMENTAL SERVICE CHARGE | [ENV/MCI] 25.320 | EACH            | 25.32         |
| 15                   | DIESEL FUEL                  | [DSL/MCI] 7.400  | EACH            | 111.00        |
| 1                    | DELIVERY CHARGE              | 340.000          | EACH            | 340.00        |
| 1                    | PICKUP CHARGE                | 340.000          | EACH            | 340.00        |
| Sales/Misc Subtotal: |                              |                  |                 | 816.32        |
| Agreement Subtotal:  |                              |                  |                 | 2,206.32      |
| Fuel:                |                              |                  |                 | 111.00        |
| Tax:                 |                              |                  |                 | 106.84        |
| Total:               |                              |                  |                 | 2,424.16      |

## COMMENTS/NOTES:

CONTACT: COREY HEARN  
CELL#: 352-217-6464

CONTINUED

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

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# RENTAL RETURN INVOICE

# 240398993-001

BRANCH DK2  
11403 ROCKET BLVD  
ORLANDO FL 32824-8514  
407-459-7000  
407-459-7002 FAX

Job Site

MT. DORA 20" GRAVITY #5490  
255 W 13TH AVE  
MOUNT DORA FL 32757-4246

Office: 407-629-2900 Job: 407-629-2900

CATHCART CONSTRUCTION CO-FL  
1056 WILLA SPRINGS DR  
WINTER SPGS FL 32708-5214

Customer # : 3037531  
Invoice Date : 10/29/24  
Rental Out : 10/22/24 12:00 PM  
Rental In : 10/29/24 11:37 AM  
UR Job Loc : 255 W 13TH AVE, MOUN  
UR Job # : 696  
Customer Job ID:  
P.O. # : 5490  
Requested By : COREY HEARN  
Approved By : COREY HEARN  
Salesperson : TYLER JONES

Invoice Amount: \$2,424.16

Terms: Due Upon Receipt  
Payment options: Contact our credit office 704-916-4840  
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

## Customer Accounting Page

| Start Dt | End Date | Percent | Pre-Tax | Tax    | Total   |
|----------|----------|---------|---------|--------|---------|
| 10/22/24 | 10/29/24 | 100     | 2317.32 | 106.84 | 2424.16 |

| Description | Code |
|-------------|------|
| JOB NUMBER  | 5490 |

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1142 Water Tower Road, Lake Park, FL 33403  
Phone (561) 848-9112  
www.maschmeyer.com

Remit to: Lockbox Address:

Maschmeyer Concrete Company of Florida  
Dept 720091  
P. O. Box 1335  
Charlotte, NC 28201-1335

CUSTOMER PHONE  
407-629-2900  
CUSTOMER FAX

S00001  
2024-General Concrete

CATHCART CONSTRUCTION COMPANY  
1056 WILLA SPRINGS DR  
WINTER SPRINGS FL 32708

DATE 10/18/24  
CUSTOMER NO CAT001  
PAGE NUMBER 1

INVOICE NO 1075639  
JOB NO  
ORDER NO 794

| DELIVERY ADDRESS                                                                                        |          |                     |       | PURCHASE ORDER NUMBER   |            | A FINANCE CHARGE OF 1-1/2% PER MONTH (18% PER ANNUM) CHARGED ON ALL PAST DUE ACCOUNTS. |                       |
|---------------------------------------------------------------------------------------------------------|----------|---------------------|-------|-------------------------|------------|----------------------------------------------------------------------------------------|-----------------------|
| 317 W 13th Ave, Mt Dora, FL 32757                                                                       |          |                     |       | 5490                    |            |                                                                                        |                       |
| DATE SHIPPED                                                                                            | QUANTITY | MATERIAL            | PLANT | DELIVERED TICKET NUMBER | UNIT PRICE | TAXABLE EXTENSION                                                                      | NON TAXABLE EXTENSION |
| 10/18                                                                                                   | 9.00     | P30AF05 3000 SLRY 6 | 114   | 4416867                 | \$185.00   | \$1,665.00                                                                             |                       |
| 10/18                                                                                                   | 1.00     | ENVIRO ENVIRONMENTA | 114   | 4416867                 | \$30.00    | \$30.00                                                                                |                       |
| 10/18                                                                                                   | 1.00     | FUEL SURCHAR        | 114   | 4416867                 | \$50.00    | \$50.00                                                                                |                       |
| 10/18                                                                                                   | 9.00     | P30AF05 3000 SLRY 6 | 114   | 4416927                 | \$185.00   | \$1,665.00                                                                             |                       |
| 10/18                                                                                                   | 1.00     | ENVIRO ENVIRONMENTA | 114   | 4416927                 | \$30.00    | \$30.00                                                                                |                       |
| 10/18                                                                                                   | 1.00     | FUEL SURCHAR        | 114   | 4416927                 | \$50.00    | \$50.00                                                                                |                       |
| Mail all payments to lockbox: Maschmeyer Concrete, Dept 720091 P. O. Box 1335, Charlotte, NC 28201-1335 |          |                     |       |                         |            |                                                                                        |                       |
|                                                                                                         |          |                     |       |                         |            |                                                                                        |                       |
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\*\*\* 1 CENTS PER MASONRY UNIT IS PAID TO THE CONCRETE MASONRY CHECKOFF BOARD PURSUANT TO \*\*\*  
\*\*\* THE CONCRETE MASONRY PRODUCTS RESEARCH, EDUCATION, AND PROMOTION ACT OF 2018 \*\*\*



MASCHMEYER CONCRETE

CORPORATE OFFICE

1142 Water Tower Road Lake Park, FL 33403

Phone: (561) 848-9112

https://www.maschmeyer.com/



4416527

|               |                               |             |               |                                   |          |              |           |                |      |        |         |
|---------------|-------------------------------|-------------|---------------|-----------------------------------|----------|--------------|-----------|----------------|------|--------|---------|
| PLANT         | 335                           | TICKET TIME | 10:52         | DATE                              | 10/18/24 | CUSTOMER NO. | CA7001    | PURCHASE ORDER | 5490 | TICKET | 4416527 |
| CUSTOMER NAME | CIVILART CONSTRUCTION COMPANY |             |               | 317 W 13th Ave, Mt Dora, FL 32757 |          |              |           |                |      |        |         |
| TRUCK         | 929                           | DRIVER      | Jonathan Vero | ORDER NO.                         | 794      | SUMP         | 5.00600 m | USAGE          |      | ZONE   | LAK     |

| LOAD QTY. | PRODUCT     | DESCRIPTION                | ORDERED  | DELIVERED | UNIT PRICE | AMOUNT |
|-----------|-------------|----------------------------|----------|-----------|------------|--------|
| 9.00 cy   | P30AFN30P10 | 3000 SLRY 6.38 GAL/SK      | 18.00 cy | 5.00 cy   | -          | -      |
| 1.00 ea   | ENVIRON     | ENVIRONMENTAL DISPOSAL FEE | -        | -         | -          | -      |
| 1.00 ea   | FUEL        | FUEL SURCHARGE             | -        | -         | -          | -      |

|         |          |        |          |            |          |         |         |
|---------|----------|--------|----------|------------|----------|---------|---------|
| LOADING | 11:49 AM | AT JOB | 12:20 PM | BEGIN POUR | 12:24 PM | WASHING | 1:26 PM |
|---------|----------|--------|----------|------------|----------|---------|---------|

INSTRUCTIONS: CON 352-217-6458

|                         |   |         |   |               |                           |
|-------------------------|---|---------|---|---------------|---------------------------|
| MAXIMUM ALLOWABLE WATER | → | GALLONS | → | GALLONS       | RECEIPT AND ACCEPTANCE BY |
|                         |   |         |   | Jonathan Vero |                           |

CUSTOMER COMMENTS:

| Material | Required | Batched | Var | % Var | % Moisture |
|----------|----------|---------|-----|-------|------------|
|----------|----------|---------|-----|-------|------------|

THIS DELIVERY IS MADE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Customer agrees to provide a suitable roadway for our trucks from the street, pavement to the place of delivery of material. If such suitable roadways are not provided, we reserve the right to stop deliveries until conditions are remedied and, in such event, customer will be held responsible for any loss caused thereby.
2. When delivery is made beyond the curb line at the customer's or customer's representative's request, any damages including, but not limited to, sidewalks, driveways, buildings, trees, shrubbery, septic tanks and septic systems, including the drain field, are at the owner's risk.
3. The customer agrees to reimburse said Company for loss of time and equipment by reason of such delivery, and also to indemnify and save harmless said Company from any and all claims, demands and suits for or on account of or in any manner caused by or arising from private driveway delivery.
4. Customer acknowledges that all material and services shown have been received, that truck times shown are correct, and that the amount of water added at the customer's request is shown correctly. CAUTION: The addition of water reduces concrete strength and durability. Unless agreed to by Seller in writing, Seller shall have no responsibility for installing or maintaining the Product.
5. We are not held responsible for finished results obtained from this load of concrete; many important factors affecting the ultimate quality of the completed job are beyond our scope of responsibility and control.
6. A charge of \$1.50 per minute will be charged after 8 minutes per cubic yard unloading time is exceeded.
7. The customer agrees to provide a suitable wash down facility for our trucks and tools at the place of delivery of material.
8. The customer hereby agrees to pay all costs and expenses of collection, including a reasonable attorney's fee, if he shall fail to pay for the merchandise reflected in this invoice when due. Past due accounts are subject to a 1.12% service charge on the unpaid past due balance. The customer hereby acknowledges receipt of the complete copy of this Contract.

I accept these terms, conditions, and delivery:



MASCHMEYER CONCRETE

CORPORATE OFFICE

1142 Water Tower Road Lake Park, FL 33403

Phone: (561) 848-9112

https://www.maschmeyer.com/



4416527

|               |                               |             |              |                                   |          |              |           |                |      |        |         |
|---------------|-------------------------------|-------------|--------------|-----------------------------------|----------|--------------|-----------|----------------|------|--------|---------|
| PLANT         | 335                           | TICKET TIME | 11:26        | DATE                              | 10/18/24 | CUSTOMER NO. | CA7001    | PURCHASE ORDER | 5490 | TICKET | 4416527 |
| CUSTOMER NAME | CIVILART CONSTRUCTION COMPANY |             |              | 317 W 13th Ave, Mt Dora, FL 32757 |          |              |           |                |      |        |         |
| TRUCK         | 929                           | DRIVER      | Victor Swick | ORDER NO.                         | 794      | SUMP         | 5.00600 m | USAGE          |      | ZONE   | LAK     |

| LOAD QTY. | PRODUCT     | DESCRIPTION                | ORDERED  | DELIVERED | UNIT PRICE | AMOUNT |
|-----------|-------------|----------------------------|----------|-----------|------------|--------|
| 9.00 cy   | P30AFN30P10 | 3000 SLRY 6.38 GAL/SK      | 18.00 cy | 18.00 cy  | -          | -      |
| 1.00 ea   | ENVIRON     | ENVIRONMENTAL DISPOSAL FEE | -        | -         | -          | -      |
| 1.00 ea   | FUEL        | FUEL SURCHARGE             | -        | -         | -          | -      |

|         |          |        |         |            |         |         |         |
|---------|----------|--------|---------|------------|---------|---------|---------|
| LOADING | 12:06 PM | AT JOB | 1:25 PM | BEGIN POUR | 1:39 PM | WASHING | 1:41 PM |
|---------|----------|--------|---------|------------|---------|---------|---------|

INSTRUCTIONS: CON 352-217-6458

|                         |   |         |   |              |                           |
|-------------------------|---|---------|---|--------------|---------------------------|
| MAXIMUM ALLOWABLE WATER | → | GALLONS | → | GALLONS      | RECEIPT AND ACCEPTANCE BY |
|                         |   |         |   | Victor Swick |                           |

CUSTOMER COMMENTS:

| Material | Required | Batched | Var | % Var | % Moisture |
|----------|----------|---------|-----|-------|------------|
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THIS DELIVERY IS MADE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Customer agrees to provide a suitable roadway for our trucks from the street, pavement to the place of delivery of material. If such suitable roadways are not provided, we reserve the right to stop deliveries until conditions are remedied and, in such event, customer will be held responsible for any loss caused thereby.
2. When delivery is made beyond the curb line at the customer's or customer's representative's request, any damages including, but not limited to, sidewalks, driveways, buildings, trees, shrubbery, septic tanks and septic systems, including the drain field, are at the owner's risk.
3. The customer agrees to reimburse said Company for loss of time and equipment by reason of such delivery, and also to indemnify and save harmless said Company from any and all claims, demands and suits for or on account of or in any manner caused by or arising from private driveway delivery.
4. Customer acknowledges that all material and services shown have been received, that truck times shown are correct, and that the amount of water added at the customer's request is shown correctly. CAUTION: The addition of water reduces concrete strength and durability. Unless agreed to by Seller in writing, Seller shall have no responsibility for installing or maintaining the Product.
5. We are not held responsible for finished results obtained from this load of concrete; many important factors affecting the ultimate quality of the completed job are beyond our scope of responsibility and control.
6. A charge of \$1.50 per minute will be charged after 8 minutes per cubic yard unloading time is exceeded.
7. The customer agrees to provide a suitable wash down facility for our trucks and tools at the place of delivery of material.
8. The customer hereby agrees to pay all costs and expenses of collection, including a reasonable attorney's fee, if he shall fail to pay for the merchandise reflected in this invoice when due. Past due accounts are subject to a 1.12% service charge on the unpaid past due balance. The customer hereby acknowledges receipt of the complete copy of this Contract.

I accept these terms, conditions, and delivery:



1142 Water Tower Road, Lake Park, FL 33403  
Phone (561) 848-9112  
www.maschmeyer.com

Remit to: Lockbox Address:

Maschmeyer Concrete Company of Florida  
Dept 720091  
P. O. Box 1335  
Charlotte, NC 28201-1335

CUSTOMER PHONE  
407-629-2900  
CUSTOMER FAX

S00001  
2024-General Concrete

CATHCART CONSTRUCTION COMPANY  
1056 WILLA SPRINGS DR  
WINTER SPRINGS FL 32708

DATE 10/24/24  
CUSTOMER NO CAT001  
PAGE NUMBER 1

INVOICE NO 1077465  
JOB NO  
ORDER NO 729

| DELIVERY ADDRESS                                                                                         |          |                     |       | PURCHASE ORDER NUMBER   |            | A FINANCE CHARGE OF 1-1/2% PER MONTH (18% PER ANNUM) CHARGED ON ALL PAST DUE ACCOUNTS. |                       |
|----------------------------------------------------------------------------------------------------------|----------|---------------------|-------|-------------------------|------------|----------------------------------------------------------------------------------------|-----------------------|
| 317 W 13th Ave, Mt Dora, FL 32757                                                                        |          |                     |       | 5490                    |            |                                                                                        |                       |
| DATE SHIPPED                                                                                             | QUANTITY | MATERIAL            | PLANT | DELIVERED TICKET NUMBER | UNIT PRICE | TAXABLE EXTENSION                                                                      | NON TAXABLE EXTENSION |
| 10/24                                                                                                    | 6.00     | P30AF05 3000 SLRY 6 | 112   | 4420803                 | \$185.00   | \$1,110.00                                                                             |                       |
| 10/24                                                                                                    | 1.00     | ENVIRO ENVIRONMENTA | 112   | 4420803                 | \$30.00    | \$30.00                                                                                |                       |
| 10/24                                                                                                    | 1.00     | FUEL SURCHAR        | 112   | 4420803                 | \$50.00    | \$50.00                                                                                |                       |
| Mail all payments to lockbox: Maschmeyer Concrete, Dept 720091, P. O. Box 1335, Charlotte, NC 28201-1335 |          |                     |       |                         |            |                                                                                        |                       |
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\*\*\* 1 CENTS PER MASONRY UNIT IS PAID TO THE CONCRETE MASONRY CHECKOFF BOARD PURSUANT TO \*\*\*  
\*\*\* THE CONCRETE MASONRY PRODUCTS RESEARCH, EDUCATION, AND PROMOTION ACT OF 2018 \*\*\*



MASCHMEYER CONCRETE

CORPORATE OFFICE  
1142 Wilcox Road, Suite 100, Ft. Lauderdale, FL 33308  
Phone: (561) 848-9122  
https://www.maschmeyer.com



4420883

|                                    |             |           |                                   |                |         |
|------------------------------------|-------------|-----------|-----------------------------------|----------------|---------|
| PLANT                              | TICKET TIME | DATE      | CUSTOMER NO.                      | PURCHASE ORDER | TICKET  |
| 1142 WILCOX RD                     | 7:00        | 10/24/24  | CAT001                            | 5490           | 4420883 |
| CITY OF MIAMI                      |             |           | DELIVERY ADDRESS                  |                |         |
| 3110 N 13th Ave, Mt Dora, FL 32757 |             |           | 311 W 13th Ave, Mt Dora, FL 32757 |                |         |
| WINTER SPRINGS, FL                 |             |           | Mount Dora, FL                    |                |         |
| TRUCK                              | DRIVER      | ORDER NO. | SUMP                              | USAGE          | ZONE    |
| 2105                               | Eric Diaz   | 729       | 5 in                              |                | 1-AK    |

| LOAD QTY. | PRODUCT     | DESCRIPTION                | ORDERED | DELIVERED | UNIT PRICE | AMOUNT |
|-----------|-------------|----------------------------|---------|-----------|------------|--------|
| 6.00 CY   | PSAFCOSUPFL | 3000 SLUR 5.35 GAL/50      | 6.00 cy | 6.00 cy   | -          | -      |
| 1.00 CY   | ENVIRO      | ENVIRONMENTAL DISPOSAL FEE | -       | -         | -          | -      |
| 1.00 CY   | 2           | FUEL SURCHARGE             | -       | -         | -          | -      |

|         |        |            |        |
|---------|--------|------------|--------|
| LOADING | AT JOB | BEGIN POUR | WASING |
| 7:22 AM |        |            |        |

SUM TOTAL  
DISCOUNT  
TAX  
TOTAL  
PREVIOUS TOTAL  
GRAND TOTAL

INSTRUCTIONS: City 352-217-6464

|                         |         |                               |         |                           |
|-------------------------|---------|-------------------------------|---------|---------------------------|
| MINIMUM ALLOWABLE WATER | GALLONS | ADDITIONAL WATER ADDED ON JOB | GALLONS | RECEIPT AND ACCEPTANCE BY |
|                         | →       |                               | →       | 100                       |

DRIVER COMMENTS:

CUSTOMER COMMENTS:

| Material | Required | Batched | Var | % Var | % Moisture |
|----------|----------|---------|-----|-------|------------|
|----------|----------|---------|-----|-------|------------|

THIS DELIVERY IS MADE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Customer agrees to provide a suitable roadway for our trucks from the point of delivery of material. If such suitable roadways are not provided, we reserve the right to stop deliveries until conditions are remedied and, in such event, customer will be held responsible for any loss caused thereby.
2. When delivery is made beyond the curb line at the customer's representative's request, any damages including, but not limited to, sidewalks, driveways, buildings, trees, shrubbery, septic tanks and septic systems, including the drain field, are at the owner's risk.
3. The customer agrees to reimburse said Company for loss of time and equipment by reason of stop delivery, and also to indemnify and save harmless said Company from any and all claims, demands and suits for or on account of or in any manner caused by or arising from private driveway delivery.
4. Customer acknowledges that all material and services shown have been received, that truck times shown are correct, and that the amount of water added at the customer's request is shown correctly. CAUTION: The addition of water reduces concrete strength and durability, unless agreed to by Seller in writing. Seller shall have no responsibility for reworking or maintaining the product.
5. We are not held responsible for finished results obtained from this load of concrete, many important factors affecting the ultimate quality of the completed job are beyond our scope of responsibility and control.
6. A charge of \$1.50 per minute will be charged after 5 minutes per cubic yard unloading time is exceeded.
7. The customer agrees to provide a suitable water facility for our trucks and looks at the place of delivery of material.
8. The customer hereby agrees to pay all costs and expenses of collection, including a reasonable attorney's fee, if no full bill to pay for the merchandise reflected in the invoice when our Past Due Accounts are subject to a 1.12% service charge on the unpaid past due balance. The customer hereby acknowledges receipt of the complete copy of this contract.

I accept these terms, conditions, and waivers:





**Xylem Water Solutions USA, Inc.  
Flygt Products**

October 18, 2024

455 Harvest Time Drive  
Sanford, FL 32771  
Tel (407) 880-2900  
Fax (407) 880-2962

CITY OF MT DORA  
PO BOX 176  
MOUNT DORA FL 32756-0176

Quote # 2024-APO-1226  
Project Name: Pumps 2024  
Job Name:

A Flygt Preventive Maintenance Contract is available for this order. Please contact your Xylem Service Center for more information.

**Block 1**

| Qty | Part Number   | Description                                                                                                                                                                                                                                             | Unit Price   | Extended Price |
|-----|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------|
| 1   | 3153.185-0274 | Flygt Model NP-3153.185 4" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 23 HP 3550 RPM motor, 276 impeller, 1 x 50 Ft. length of SUBCAB 4G25+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve | \$ 30,253.00 | \$ 30,253.00   |

**Block 1 Price \$ 30,253.00**

**Total Price \$ 30,253.00**

**Freight Charge \$ 1,325.00**

**Total Price \$ 31,578.00**

**Terms & Conditions**

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

**As of October 14, 2024, all orders must meet a minimum dollar value of \$1,200. Xylem reserves the right to refuse to process any order that does not meet the minimum order value requirement. Xylem will support order adjustments to meet the minimum order value threshold.**

**Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.

**Freight Terms:** 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)

Page 1 of 3

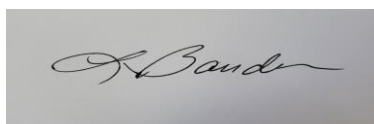


**Taxes:** See Freight Payment (Delivery Terms) below.  
**Back Charges:** State, local and other applicable taxes are not included in this quotation. Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.  
**Shortages:** Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.  
**Terms of Delivery:** PP/Add Order Position  
**Terms of Payment:** 100% N30 after invoice date.  
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.  
**Time of Delivery:** Approx. 13-15 working weeks from receipt of order.  
**Validity:** This Quote is valid for ninety (90) days.  
**Schedule:** Please consult your local Flygt Branch Office to get fabrication and delivery lead times.  
**COVID 19:** Delivery lead-times may be impacted by the current COVID-19 virus pandemic relative to transportation logistics.

Please feel free to call if you have any questions or if you require assistance.

Sincerely,

TeJay Brown  
Sales Representative



Lesa Bondesen  
Senior Customer Support Specialist  
Phone: 704-227-5019

[lesa.bondesen@xylem.com](mailto:lesa.bondesen@xylem.com)





**Customer Acceptance**

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

**Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2024-APO-1226  
Customer Name: CITY OF MT DORA  
Job Name:  
Total Amount: \$ 30,253.00  
(excluding freight)

|                        |                               |
|------------------------|-------------------------------|
| Signature: _____       | Name: _____<br>(PLEASE PRINT) |
| Company/Utility: _____ | PO: _____                     |
| Address: _____         | Date: _____                   |
| _____                  | Phone: _____                  |
| _____                  | Email: _____                  |
| _____                  | Fax: _____                    |





# Introducing the Xylem Preventative Maintenance Agreement

Don't forget to protect your new assets

Thank you for considering Xylem for your pumping equipment needs. We appreciate the significance of your purchase decision and want to ensure you get the most out of your investment. The most cost-effective way to do this is to sign-up for a preventative maintenance agreement (PMA) that we tailor to your specific requirements and budget. A Xylem PMA offers a proven method to extend your equipment life, prevent expensive repairs and minimize unplanned failures. It's also ensures you remain in compliance with environmental, health and other government regulations – critical to maximizing operation uptime.

## Our Flygt Gold PMA Includes:

- One scheduled preventative maintenance service visit with multi-point inspection, 12 months after purchase and discounted access to Xylem's rental fleet
- An additional 12-month warranty when purchased with your new or replacement Flygt pump(s)
- The option to renew annually or on a multi-year basis following the first service visit
- Priority service on repairs and field service calls

*\* Flat-Rate Pricing is available for new and replacement Flygt models 3069, 3085, 3102, 3127, 3153, 3171, 3202, 3301 & 3315 starting at \$500 per pump.*

Multi-year PMA packages are available as well.  
Contact your Xylem Sales Representative today for more information.

**Visit our PMA site for more info**

December 17, 2024 City Council Regular Session Agenda Packet



**Ship to:**  
510 N Baker St.  
Mount Dora, FL 32757

| Cust # | Customer Ref | Invoice # | Invoice Date | Due Date | Terms       |
|--------|--------------|-----------|--------------|----------|-------------|
| 1047   |              | 5473      | 10/09/24     | 11/08/24 | Net 30 Days |

| Mth/Trans | Line | Description        | Contract | Amount     |
|-----------|------|--------------------|----------|------------|
| 10/24 12  | 1    | Mt Dora 16 inch WM | 5473-    | 228,585.00 |

|                       |                   |
|-----------------------|-------------------|
| <b>Total</b>          | <b>228,585.00</b> |
| <b>Sales Tax</b>      |                   |
| <b>Less Retainage</b> |                   |
| <b>Total Due</b>      | <b>228,585.00</b> |

## 5473 - Mt Dora 16" Emergency Repair

| Company                                             | DESCRIPTION                                    | Invoice #     | Quantity | UNIT | MATERIALS   |              | LABOR      |              | SUB CONTRACT |              | CONTRACT     |              | EQUIPMENT  |             | TOTAL         |
|-----------------------------------------------------|------------------------------------------------|---------------|----------|------|-------------|--------------|------------|--------------|--------------|--------------|--------------|--------------|------------|-------------|---------------|
|                                                     |                                                |               |          |      | UNIT PRICE  | TOTAL COST   | UNIT PRICE | TOTAL COST   | UNIT PRICE   | TOTAL COST   | UNIT PRICE   | TOTAL COST   | UNIT PRICE | TOTAL COST  | COST CHANGE   |
| Materials and Equipment                             |                                                |               |          |      |             |              |            |              |              |              |              |              |            |             |               |
| Ferguson                                            | 16x2 MI C153 TAP CAP L/A                       | 2113659       | 2        | EA   | \$ 406.00   | \$ 812.00    |            |              |              |              |              |              |            |             | \$ 812.00     |
| Ferguson                                            | 16 PVC WDG REST *ONELOK W/A                    | 2113659       | 5        | EA   | \$ 342.00   | \$ 1,710.00  |            |              |              |              |              |              |            |             | \$ 1,710.00   |
| Ferguson                                            | 16 SIGMA BELL REST F/ C900 *PVLK               | 2113659       | 13       | EA   | \$ 489.00   | \$ 6,357.00  |            |              |              |              |              |              |            |             | \$ 6,357.00   |
| Ferguson                                            | 14GA SLD COP UF WIRE BLUE 500                  | 2113659       | 500      | LF   | \$ 0.25     | \$ 125.00    |            |              |              |              |              |              |            |             | \$ 125.00     |
| Ferguson                                            | LF 2 BRS SQ HD CORED PLUG                      | 2113659       | 2        | EA   | \$ 14.00    | \$ 28.00     |            |              |              |              |              |              |            |             | \$ 28.00      |
| Ferguson                                            | 16 MI C153 BLT GSKT PK L/ GLAND                | 2113659       | 2        | EA   | \$ 60.00    | \$ 120.00    |            |              |              |              |              |              |            |             | \$ 120.00     |
| Ferguson                                            | 20 DIPS PC200 DR11 MI ADPT W/ACC               | 2113658       | 2        | EA   | \$ 1,175.00 | \$ 2,350.00  |            |              |              |              |              |              |            |             | \$ 2,350.00   |
| Ferguson                                            | 20K16 MI C153 RED L/A                          | 2113658       | 2        | EA   | \$ 922.00   | \$ 1,844.00  |            |              |              |              |              |              |            |             | \$ 1,844.00   |
| Ferguson                                            | 16 Di MI RW QL GATE VLV L/A                    | 2113658       | 1        | EA   | \$ 5,220.00 | \$ 5,220.00  |            |              |              |              |              |              |            |             | \$ 5,220.00   |
| Ferguson                                            | 5 FT GATE VLV STEM EXT W/ C/PLT                | 2113658       | 1        | EA   | \$ 125.00   | \$ 125.00    |            |              |              |              |              |              |            |             | \$ 125.00     |
| Ferguson                                            | 2PC SC C VLV BX 27-37 WTR                      | 2113658       | 1        | EA   | \$ 136.00   | \$ 136.00    |            |              |              |              |              |              |            |             | \$ 136.00     |
| Ferguson                                            | 16 PVC WDG REST *ONELOK W/A                    | 2113658       | 6        | EA   | \$ 342.00   | \$ 2,052.00  |            |              |              |              |              |              |            |             | \$ 2,052.00   |
| Ferguson                                            | DELIVERY CHARGE (NO TAX)                       | 2110555       | 1        | LS   | \$ 750.00   | \$ 750.00    |            |              |              |              |              |              |            |             | \$ 750.00     |
| Ferguson                                            | 20K50 DIPS DR11 HOPE PIPE                      | 2113746       | 250      | LF   | \$ 77.75    | \$ 19,437.50 |            |              |              |              |              |              |            |             | \$ 19,437.50  |
| Ferguson                                            | 16 MI C153 BLT GSKT PK L/ GLAND                | 2112436       | 2        | EA   | \$ 60.00    | \$ 120.00    |            |              |              |              |              |              |            |             | \$ 120.00     |
| United Rentals                                      | TAKEUCHI TB260 MINI EXCAVATOR RENTAL           | 238807315-001 | 1        | LS   | \$ 2,805.00 | \$ 2,805.00  |            |              |              |              |              |              |            |             | \$ 2,805.00   |
| United Rentals                                      | ENVIRONMENTAL SERVICE CHARGE                   | 238807315-001 | 1        | EA   | \$ 56.10    | \$ 56.10     |            |              |              |              |              |              |            |             | \$ 56.10      |
| United Rentals                                      | DELIVERY CHARGE (NO TAX)                       | 238807315-001 | 1        | EA   | \$ 375.00   | \$ 375.00    |            |              |              |              |              |              |            |             | \$ 375.00     |
| United Rentals                                      | PICKUP CHARGE (NO TAX)                         | 238807315-001 | 1        | EA   | \$ 375.00   | \$ 375.00    |            |              |              |              |              |              |            |             | \$ 375.00     |
| United Rentals                                      | KOBELCO SK300LC-10 EXCAVATOR RENTAL            | 238687774-001 | 1        | LS   | \$ 7,237.47 | \$ 7,237.47  |            |              |              |              |              |              |            |             | \$ 7,237.47   |
| United Rentals                                      | ENVIRONMENTAL SERVICE CHARGE                   | 238687774-001 | 1        | EA   | \$ 99.00    | \$ 99.00     |            |              |              |              |              |              |            |             | \$ 99.00      |
| United Rentals                                      | DELIVERY CHARGE (NO TAX)                       | 238687774-001 | 1        | EA   | \$ 500.00   | \$ 500.00    |            |              |              |              |              |              |            |             | \$ 500.00     |
| United Rentals                                      | PICKUP CHARGE (NO TAX)                         | 238687774-001 | 1        | EA   | \$ 500.00   | \$ 500.00    |            |              |              |              |              |              |            |             | \$ 500.00     |
| United Rentals                                      | JOHN DEERE 444P LOADER RENTAL                  | 238687773-001 | 1        | LS   | \$ 3,164.00 | \$ 3,164.00  |            |              |              |              |              |              |            |             | \$ 3,164.00   |
| United Rentals                                      | ENVIRONMENTAL SERVICE CHARGE                   | 238687773-001 | 1        | EA   | \$ 54.24    | \$ 54.24     |            |              |              |              |              |              |            |             | \$ 54.24      |
| United Rentals                                      | DELIVERY CHARGE (NO TAX)                       | 238687773-001 | 1        | EA   | \$ 500.00   | \$ 500.00    |            |              |              |              |              |              |            |             | \$ 500.00     |
| United Rentals                                      | PICKUP CHARGE (NO TAX)                         | 238687773-001 | 1        | EA   | \$ 500.00   | \$ 500.00    |            |              |              |              |              |              |            |             | \$ 500.00     |
| United Rentals                                      | TAKEUCHI TL82R SKID STEER RENTAL               | 238807315-002 | 1        | LS   | \$ 2,408.00 | \$ 2,408.00  |            |              |              |              |              |              |            |             | \$ 2,408.00   |
| United Rentals                                      | ENVIRONMENTAL SERVICE CHARGE                   | 238807315-002 | 1        | EA   | \$ 48.16    | \$ 48.16     |            |              |              |              |              |              |            |             | \$ 48.16      |
| United Rentals                                      | PICKUP CHARGE (NO TAX)                         | 238807315-002 | 1        | EA   | \$ 375.00   | \$ 375.00    |            |              |              |              |              |              |            |             | \$ 375.00     |
| National Trench Safety                              | 8X10 & 8X4 TRENCH BOX RENTAL 9/13 THROUGH 9/23 | 922732        | 11       | DY   | \$ 384.70   | \$ 4,231.70  |            |              |              |              |              |              |            |             | \$ 4,231.70   |
| National Trench Safety                              | DELIVERY CHARGE (NO TAX)                       | 922732        | 1        | EA   | \$ 175.00   | \$ 175.00    |            |              |              |              |              |              |            |             | \$ 175.00     |
| National Trench Safety                              | 8X12 STEEL TRENCH BOX RENTAL 9/12 THROUGH 9/23 | 922728        | 12       | DY   | \$ 67.73    | \$ 812.76    |            |              |              |              |              |              |            |             | \$ 812.76     |
| National Trench Safety                              | 8X16X1 STEEL PLATE 9/12 THROUGH 9/23           | 922728        | 12       | DY   | \$ 102.40   | \$ 1,228.80  |            |              |              |              |              |              |            |             | \$ 1,228.80   |
| National Trench Safety                              | DELIVERY CHARGE (NO TAX)                       | 922728        | 1        | EA   | \$ 175.00   | \$ 175.00    |            |              |              |              |              |              |            |             | \$ 175.00     |
| National Trench Safety                              | PICKUP CHARGE (NO TAX)                         | 922728        | 1        | EA   | \$ 175.00   | \$ 175.00    |            |              |              |              |              |              |            |             | \$ 175.00     |
| La Costa Sod LLC                                    | FLORTAM SOD                                    | 975           | 20       | EA   | \$ 225.00   | \$ 4,500.00  |            |              |              |              |              |              |            |             | \$ 4,500.00   |
| La Costa Sod LLC                                    | DELIVERY CHARGE (NO TAX)                       | 975           | 1        | EA   | \$ 350.00   | \$ 350.00    |            |              |              |              |              |              |            |             | \$ 350.00     |
| Subcontractor                                       |                                                |               |          |      |             |              |            |              |              |              |              |              |            |             |               |
| K3 Directional Drilling Inc.                        | 18" HOPE DIRECTIONAL BORE                      | 1314          | 1        | LS   |             |              |            |              | \$ 73,369.23 | \$ 73,369.23 |              |              |            |             | \$ 73,369.23  |
| Story Water Systems, Inc.                           | CHLORINE RESIDUAL TESTING                      | 5378          | 3        | DY   |             |              |            |              | \$ 255.00    | \$ 765.00    |              |              |            |             | \$ 765.00     |
| Cathcart Mobilization                               |                                                |               |          |      |             |              |            |              |              |              |              |              |            |             |               |
| Cathcart                                            | Contractor Emergency Mobilization /Demob Fee   |               | 1        | LS   |             |              |            |              |              |              | \$ 10,000.00 | \$ 10,000.00 |            |             | \$ 10,000.00  |
| Cathcart Labor - Regular Hours - Labor Burden 1.54  |                                                |               |          |      |             |              |            |              |              |              |              |              |            |             |               |
| Cathcart                                            | Joe Newton - GS                                | 1.54          | 4.50     | HR   |             |              | \$ 158.00  | \$ 1,094.94  |              |              |              |              |            |             | \$ 1,094.94   |
| Cathcart                                            | Mark Garrison - Super                          | 1.54          | 124.00   | HR   |             |              | \$ 53.19   | \$ 10,157.16 |              |              |              |              |            |             | \$ 10,157.16  |
| Cathcart                                            | Corey Gathings - Foreman                       | 1.54          | 86.00    | HR   |             |              | \$ 39.11   | \$ 5,179.73  |              |              |              |              |            |             | \$ 5,179.73   |
| Cathcart                                            | Tyler Emerson Jr.                              | 1.54          | 67.75    | HR   |             |              | \$ 23.00   | \$ 2,399.71  |              |              |              |              |            |             | \$ 2,399.71   |
| Cathcart                                            | Dil Luther Jr.                                 | 1.54          | 70.00    | HR   |             |              | \$ 20.00   | \$ 2,156.00  |              |              |              |              |            |             | \$ 2,156.00   |
| Cathcart                                            | Justin Moore                                   | 1.54          | 41.75    | HR   |             |              | \$ 25.00   | \$ 1,607.38  |              |              |              |              |            |             | \$ 1,607.38   |
| Cathcart                                            | James O'Neil                                   | 1.54          | 66.25    | HR   |             |              | \$ 21.00   | \$ 2,142.53  |              |              |              |              |            |             | \$ 2,142.53   |
| Cathcart                                            | Christian Brown                                | 1.54          | 40.00    | HR   |             |              | \$ 22.00   | \$ 1,355.20  |              |              |              |              |            |             | \$ 1,355.20   |
| Cathcart                                            | Duravious Alexander                            | 1.54          | 2.00     | HR   |             |              | \$ 21.00   | \$ 64.68     |              |              |              |              |            |             | \$ 64.68      |
| Cathcart                                            | Ernest Anderson Jr                             | 1.54          | 29.00    | HR   |             |              | \$ 21.00   | \$ 937.86    |              |              |              |              |            |             | \$ 937.86     |
| Cathcart                                            | Christopheg Crowhurst - Foreman                | 1.54          | 29.75    | HR   |             |              | \$ 37.10   | \$ 1,699.74  |              |              |              |              |            |             | \$ 1,699.74   |
| Cathcart                                            | Connor Manning                                 | 1.54          | 29.50    | HR   |             |              | \$ 19.00   | \$ 863.17    |              |              |              |              |            |             | \$ 863.17     |
| Cathcart                                            | Larry Snell                                    | 1.54          | 28.75    | HR   |             |              | \$ 20.00   | \$ 885.50    |              |              |              |              |            |             | \$ 885.50     |
| Cathcart                                            | Uriah Walker                                   | 1.54          | 8.25     | HR   |             |              | \$ 24.00   | \$ 304.92    |              |              |              |              |            |             | \$ 304.92     |
| Cathcart                                            | Devin Cohen - PM                               | 1.54          | 4.50     | HR   |             |              | \$ 150.00  | \$ 1,039.50  |              |              |              |              |            |             | \$ 1,039.50   |
| Cathcart Labor - Overtime Hours - Labor Burden 1.54 |                                                |               |          |      |             |              |            |              |              |              |              |              |            |             |               |
| Cathcart                                            | Tyler Emerson Jr.                              | 1.54          | 13.00    | HR   |             |              | \$ 34.50   | \$ 690.69    |              |              |              |              |            |             | \$ 690.69     |
| Cathcart                                            | Justin Moore                                   | 1.54          | 2.75     | HR   |             |              | \$ 37.50   | \$ 158.81    |              |              |              |              |            |             | \$ 158.81     |
| Cathcart                                            | James O'Neil                                   | 1.54          | 16.50    | HR   |             |              | \$ 31.50   | \$ 800.42    |              |              |              |              |            |             | \$ 800.42     |
| Cathcart                                            | Christian Brown                                | 1.54          | 15.50    | HR   |             |              | \$ 33.00   | \$ 787.71    |              |              |              |              |            |             | \$ 787.71     |
| Cathcart                                            | Dil Luther Jr.                                 | 1.54          | 16.25    | HR   |             |              | \$ 30.00   | \$ 750.75    |              |              |              |              |            |             | \$ 750.75     |
| Cathcart Equipment                                  |                                                |               |          |      |             |              |            |              |              |              |              |              |            |             |               |
| Cathcart                                            | Ford F-250                                     | 1.00          | 120.28   | HR   |             |              |            |              |              |              |              |              | \$ 42.50   | \$ 5,111.90 | \$ 5,111.90   |
| Cathcart                                            | Ford F-150                                     | 1.00          | 124.00   | HR   |             |              |            |              |              |              |              |              | \$ 31.00   | \$ 3,844.00 | \$ 3,844.00   |
| SUB TOTALS                                          |                                                |               |          |      |             | \$ 71,831.73 |            | \$ 35,076.38 |              | \$ 74,134.23 |              | \$ 10,000.00 |            | \$ 8,955.90 | \$ 199,998.24 |
| SALES TAX                                           |                                                |               |          |      | 6.50%       | \$ 4,104.60  |            | \$ -         |              |              |              |              |            |             | \$ 4,104.60   |
| TOTAL DIRECT COSTS                                  |                                                |               |          |      |             | \$ 75,936.33 |            | \$ 35,076.38 |              | \$ 74,134.23 |              | \$ 10,000.00 |            | \$ 8,955.90 | \$ 204,102.84 |
| CONTRACTOR'S MARKUP                                 |                                                |               |          |      | 10.00%      | \$ 7,183.17  | 10.00%     | \$ 3,507.64  | 10.00%       | \$ 7,413.42  | 10.00%       | \$ 1,000.00  | 10.00%     | \$ 895.59   | \$ 19,999.82  |
| SUB TOTAL WITH MARKUP                               |                                                |               |          |      |             |              |            |              |              |              |              |              |            |             | \$ 224,102.66 |
| Insurance                                           |                                                |               |          |      |             |              |            |              |              |              |              |              |            | 2.00%       | \$ 4,482.05   |
| Total                                               |                                                |               |          |      |             |              |            |              |              |              |              |              |            |             | \$ 228,585.05 |

| INVOICE NUMBER | TOTAL DUE   | CUSTOMER | PAGE   |
|----------------|-------------|----------|--------|
| 2110562        | \$12,480.62 | 56115    | 1 of 1 |

**PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:**

FEL-ORLANDO WATERWORKS #126  
PO BOX 100286  
ATLANTA, GA 30384-0286

**MASTER ACCOUNT NUMBER: 728336**

**SHIP TO:**

CATHCART CONSTR CO-FL LLC  
1056 WILLA SPRINGS DRIVE  
WINTER SPRINGS, FL 32708

CATHCART CONSTRUCTION CO-FL LLC  
NATOMA BLVD & US-441  
MOUNT DORA, FL 32757

| SHIP WHSE. | SELL WHSE. | TAX CODE    | CUSTOMER ORDER NUMBER | SALESMAN                         | JOB NAME     | INVOICE DATE | BATCH     |
|------------|------------|-------------|-----------------------|----------------------------------|--------------|--------------|-----------|
| 126        | 126        | FL2SEM      | JOE NEWTON            | DTR                              | 5473 MT DORA | 09/12/24     | IO 114144 |
| ORDERED    | SHIPPED    | ITEM NUMBER | DESCRIPTION           | UNIT PRICE                       | UM           | AMOUNT       |           |
| 2          |            | 2           | PED11MJAA20           | 20 DIPS PC200 DR11 MJ ADPT W/ACC | 1175.000     | EA           | 2350.00   |
| 2          |            | 2           | MJRLA2016             | 20X16 MJ C153 RED L/A            | 922.000      | EA           | 1844.00   |
| 1          |            | 1           | AFC2516MMLAOL         | 16 DI MJ RW OL GATE VLV L/A      | 5220.000     | EA           | 5220.00   |
| 1          |            | 1           | PS41111               | 5 FT GATE VLV STEM EXT W/ C/PLT  | 125.000      | EA           | 125.00    |
| 1          |            | 1           | I562SW                | 2PC SC CI VLV BX 27-37 WTR       | 136.000      | EA           | 136.00    |
| 6          |            | 6           | SSLCE16AP             | 16 PVC WDG REST *ONELOK W/A      | 342.000      | EA           | 2052.00   |

**INVOICE SUB-TOTAL**

**11727.00**

**TAX**

Seminole

**753.62**

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LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH  
US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION.  
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|               |                      |                         |                  |                    |
|---------------|----------------------|-------------------------|------------------|--------------------|
| <b>TERMS:</b> | <b>NET 10TH PROX</b> | <b>ORIGINAL INVOICE</b> | <b>TOTAL DUE</b> | <b>\$12,480.62</b> |
|---------------|----------------------|-------------------------|------------------|--------------------|

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| CREDIT MEMO NUMBER | TOTAL DUE    | CUSTOMER | PAGE   |
|--------------------|--------------|----------|--------|
| CM130085           | -\$12,480.62 | 56115    | 1 of 1 |

**PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:**

FEL-ORLANDO WATERWORKS #126  
PO BOX 100286  
ATLANTA, GA 30384-0286

Please contact with Questions: 407-859-7473

**MASTER ACCOUNT NUMBER: 728336**

**SHIP TO:**

CATHCART CONSTR CO-FL LLC  
1056 WILLA SPRINGS DRIVE  
WINTER SPRINGS, FL 32708

| SHIP WHSE.        | SELL WHSE. | TAX CODE            | CUSTOMER ORDER NUMBER               | SALESMAN   | JOB NAME     | INVOICE DATE | BATCH     |
|-------------------|------------|---------------------|-------------------------------------|------------|--------------|--------------|-----------|
| 126               | 126        | FL2SEM              | JOE NEWTON                          | DTR        | 5473 MT DORA | 09/26/24     | IC CM0    |
| ORDERED           | SHIPPED    | ITEM NUMBER         | DESCRIPTION                         | UNIT PRICE | UM           | AMOUNT       |           |
| 2                 | 2          | PED11MJAA20         | 20 DIPS PC200 DR11 MJ AD OI:2110562 | 1175.000   | EA           | -2350.00     |           |
|                   |            | Cust PO: JOE NEWTON | Job Name: 5473 MT DORA              |            |              |              |           |
| 2                 | 2          | MJRLA2016           | 20X16 MJ C153 RED L/A OI:2110562    | 922.000    | EA           | -1844.00     |           |
|                   |            | Cust PO: JOE NEWTON | Job Name: 5473 MT DORA              |            |              |              |           |
| 1                 | 1          | AFC2516MMLAOL       | 16 DI MJ RW OL GATE VLV OI:2110562  | 5220.000   | EA           | -5220.00     |           |
|                   |            | Cust PO: JOE NEWTON | Job Name: 5473 MT DORA              |            |              |              |           |
| 1                 | 1          | PS41111             | 5 FT GATE VLV STEM EXT W OI:2110562 | 125.000    | EA           | -125.00      |           |
|                   |            | Cust PO: JOE NEWTON | Job Name: 5473 MT DORA              |            |              |              |           |
| 1                 | 1          | I562SW              | 2PC SC CI VLV BX 27-37 W OI:2110562 | 136.000    | EA           | -136.00      |           |
|                   |            | Cust PO: JOE NEWTON | Job Name: 5473 MT DORA              |            |              |              |           |
| 6                 | 6          | SSLCE16AP           | 16 PVC WDG REST *ONELOK OI:2110562  | 342.000    | EA           | -2052.00     |           |
|                   |            | Cust PO: JOE NEWTON | Job Name: 5473 MT DORA              |            |              |              |           |
| INVOICE SUB-TOTAL |            |                     |                                     |            |              |              | -11727.00 |
| TAX               |            |                     |                                     |            |              | Seminole     | -753.62   |

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| TERMS: | ORIGINAL INVOICE | TOTAL DUE | -\$12,480.62 |
|--------|------------------|-----------|--------------|
|--------|------------------|-----------|--------------|

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| INVOICE NUMBER | TOTAL DUE   | CUSTOMER | PAGE   |
|----------------|-------------|----------|--------|
| 2113658        | \$12,480.62 | 69654    | 1 of 1 |

**PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:**

FEL-ORLANDO WATERWORKS #126  
PO BOX 100286  
ATLANTA, GA 30384-0286

Please contact with Questions: 407-859-7473

**MASTER ACCOUNT NUMBER: 728336**

|                 |
|-----------------|
| <b>SHIP TO:</b> |
|-----------------|

CATHCART CONSTR CO-FL LLC  
1056 WILLA SPRINGS DRIVE  
MT DORE EMERGENCY FIX  
WINTER SPRINGS, FL 32708

| SHIP WHSE. | SELL WHSE. | TAX CODE | CUSTOMER ORDER NUMBER | SALESMAN | JOB NAME              | INVOICE DATE | BATCH     |
|------------|------------|----------|-----------------------|----------|-----------------------|--------------|-----------|
| 126        | 126        | FL2SEM   | REBILL FOR 2110562    | DTR      | MT DORE EMERGENCY FIX | 09/26/24     | IO 114262 |

| ORDERED | SHIPPED | ITEM NUMBER | DESCRIPTION   | UNIT PRICE | UM | AMOUNT  |
|---------|---------|-------------|---------------|------------|----|---------|
| 2       |         | 2           | PED11MJAA20   | 1175.000   | EA | 2350.00 |
| 2       |         | 2           | MJRLA2016     | 922.000    | EA | 1844.00 |
| 1       |         | 1           | AFC2516MMLAOL | 5220.000   | EA | 5220.00 |
| 1       |         | 1           | PS41111       | 125.000    | EA | 125.00  |
| 1       |         | 1           | I562SW        | 136.000    | EA | 136.00  |
| 6       |         | 6           | SSLCE16AP     | 342.000    | EA | 2052.00 |

**INVOICE SUB-TOTAL**

**11727.00**

**TAX**

Seminole

**753.62**

\*\*\*\*\*  
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|               |                      |                         |                  |                    |
|---------------|----------------------|-------------------------|------------------|--------------------|
| <b>TERMS:</b> | <b>NET 10TH PROX</b> | <b>ORIGINAL INVOICE</b> | <b>TOTAL DUE</b> | <b>\$12,480.62</b> |
|---------------|----------------------|-------------------------|------------------|--------------------|

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Please contact with Questions: 407-859-7473

CATHCART CONSTR CO-FL LLC  
1056 WILLA SPRINGS DRIVE  
WINTER SPRINGS, FL 32708

| INVOICE NUMBER | TOTAL DUE   | CUSTOMER | PAGE   |
|----------------|-------------|----------|--------|
| 2110555        | \$21,403.75 | 56115    | 1 of 1 |

**PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:**

FEL-ORLANDO WATERWORKS #126  
PO BOX 100286  
ATLANTA, GA 30384-0286

**MASTER ACCOUNT NUMBER: 728336**

**SHIP TO:**

CATHCART CONSTRUCTION CO-FL LLC  
NATOMA BLVD AND US 441  
MOUNT DORA, FL 32757

| SHIP WHSE.                                                                                                                                                                                                                                                                                                                                                      | SELL WHSE. | TAX CODE    | CUSTOMER ORDER NUMBER     | SALESMAN   | JOB NAME     | INVOICE DATE | BATCH ID |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|---------------------------|------------|--------------|--------------|----------|
| 126                                                                                                                                                                                                                                                                                                                                                             | 126        | FL2SEM      | JOE NEWTON                | DTR        | 5473 MT DORA | 09/12/24     | 114148D  |
| ORDERED                                                                                                                                                                                                                                                                                                                                                         | SHIPPED    | ITEM NUMBER | DESCRIPTION               | UNIT PRICE | UM           | AMOUNT       |          |
| 250                                                                                                                                                                                                                                                                                                                                                             | 250        | PED11A2050  | 20X50 DIPS DR11 HDPE PIPE | 7775.000   | C            | 19437.50     |          |
|                                                                                                                                                                                                                                                                                                                                                                 |            |             | INVOICE SUB-TOTAL         |            |              | 19437.50     |          |
|                                                                                                                                                                                                                                                                                                                                                                 |            |             | DELIVERY                  |            |              | 750.00       |          |
|                                                                                                                                                                                                                                                                                                                                                                 |            |             | TAX                       | Seminole   |              | 1216.25      |          |
| *****                                                                                                                                                                                                                                                                                                                                                           |            |             |                           |            |              |              |          |
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|        |               |                  |           |             |
|--------|---------------|------------------|-----------|-------------|
| TERMS: | NET 10TH PROX | ORIGINAL INVOICE | TOTAL DUE | \$21,403.75 |
|--------|---------------|------------------|-----------|-------------|

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| CREDIT MEMO NUMBER | TOTAL DUE    | CUSTOMER | PAGE   |
|--------------------|--------------|----------|--------|
| CM130088           | -\$20,653.75 | 56115    | 1 of 1 |

**PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:**

FEL-ORLANDO WATERWORKS #126  
PO BOX 100286  
ATLANTA, GA 30384-0286

Please contact with Questions: 407-859-7473

**MASTER ACCOUNT NUMBER: 728336**

|                 |
|-----------------|
| <b>SHIP TO:</b> |
|-----------------|

CATHCART CONSTR CO-FL LLC  
1056 WILLA SPRINGS DRIVE  
WINTER SPRINGS, FL 32708

| SHIP WHSE.                                                                                                                                                                                                                                                     | SELL WHSE.          | TAX CODE             | CUSTOMER ORDER NUMBER                                         | SALESMAN   | JOB NAME     | INVOICE DATE | BATCH  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------|---------------------------------------------------------------|------------|--------------|--------------|--------|
| 126                                                                                                                                                                                                                                                            | 126                 | FL2SEM               | JOE NEWTON                                                    | DTR        | 5473 MT DORA | 09/26/24     | IC CM0 |
| ORDERED                                                                                                                                                                                                                                                        | SHIPPED             | ITEM NUMBER          | DESCRIPTION                                                   | UNIT PRICE | UM           | AMOUNT       |        |
| 250                                                                                                                                                                                                                                                            | 250<br>Cust PO: JOE | PED11A2050<br>NEWTON | 20X50 DIPS DR11 HDPE PIP OI:2110555<br>Job Name: 5473 MT DORA | 7775.000   | C            | -19437.50    |        |
|                                                                                                                                                                                                                                                                |                     |                      | INVOICE SUB-TOTAL                                             |            |              | -19437.50    |        |
|                                                                                                                                                                                                                                                                |                     |                      | TAX                                                           | Seminole   |              | -1216.25     |        |
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|               |                         |                  |                     |
|---------------|-------------------------|------------------|---------------------|
| <b>TERMS:</b> | <b>ORIGINAL INVOICE</b> | <b>TOTAL DUE</b> | <b>-\$20,653.75</b> |
|---------------|-------------------------|------------------|---------------------|

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**FERGUSON®**  
**WATERWORKS**  
 801 THORPE ROAD  
 ORLANDO, FL 32824-8016

Please contact with Questions: 407-859-7473

| INVOICE NUMBER | TOTAL DUE   | CUSTOMER | PAGE   |
|----------------|-------------|----------|--------|
| 2113746        | \$20,653.75 | 69654    | 1 of 1 |

**PLEASE REFER TO INVOICE NUMBER WHEN  
 MAKING PAYMENT AND REMIT TO:**

FEL-ORLANDO WATERWORKS #126  
 PO BOX 100286  
 ATLANTA, GA 30384-0286

**MASTER ACCOUNT NUMBER: 728336**

|                 |
|-----------------|
| <b>SHIP TO:</b> |
|-----------------|

CATHCART CONSTR CO-FL LLC  
 1056 WILLA SPRINGS DRIVE  
 MT DORE EMERGENCY FIX  
 WINTER SPRINGS, FL 32708

| SHIP WHSE. | SELL WHSE. | TAX CODE | CUSTOMER ORDER NUMBER | SALESMAN | JOB NAME              | INVOICE DATE | BATCH     |
|------------|------------|----------|-----------------------|----------|-----------------------|--------------|-----------|
| 126        | 126        | FL2SEM   | REBILL FOR 2110555    | DTR      | MT DORE EMERGENCY FIX | 09/26/24     | IO 114262 |

| ORDERED                                                                                                                                                                                                                                                                                                                                                         | SHIPPED | ITEM NUMBER | DESCRIPTION               | UNIT PRICE | UM | AMOUNT   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------|---------------------------|------------|----|----------|
| 250                                                                                                                                                                                                                                                                                                                                                             | 250     | PED11A2050  | 20X50 DIPS DR11 HDPE PIPE | 7775.000   | C  | 19437.50 |
|                                                                                                                                                                                                                                                                                                                                                                 |         |             | INVOICE SUB-TOTAL         |            |    | 19437.50 |
|                                                                                                                                                                                                                                                                                                                                                                 |         |             | TAX                       | Seminole   |    | 1216.25  |
| *****                                                                                                                                                                                                                                                                                                                                                           |         |             |                           |            |    |          |
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|---------------|----------------------|-------------------------|------------------|--------------------|
| <b>TERMS:</b> | <b>NET 10TH PROX</b> | <b>ORIGINAL INVOICE</b> | <b>TOTAL DUE</b> | <b>\$20,653.75</b> |
|---------------|----------------------|-------------------------|------------------|--------------------|

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

Please contact with Questions: 407-859-7473

CATHCART CONSTR CO-FL LLC  
1056 WILLA SPRINGS DRIVE  
WINTER SPRINGS, FL 32708

| INVOICE NUMBER | TOTAL DUE  | CUSTOMER | PAGE   |
|----------------|------------|----------|--------|
| 2110863        | \$9,751.12 | 56115    | 1 of 1 |

**PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:**

FEL-ORLANDO WATERWORKS #126  
PO BOX 100286  
ATLANTA, GA 30384-0286

**MASTER ACCOUNT NUMBER: 728336**

**SHIP TO:**

CATHCART  
NATOMA BLVD AND US 441  
MOUNT DORA, FL 32757

| SHIP WHSE.                                                                                                                                                                                                                                                                                                                                                      | SELL WHSE. | TAX CODE       | CUSTOMER ORDER NUMBER             | SALESMAN   | JOB NAME | INVOICE DATE | BATCH     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|-----------------------------------|------------|----------|--------------|-----------|
| 126                                                                                                                                                                                                                                                                                                                                                             | 126        | FL2SEM         | 16X2 CAPS                         | DTR        | MT DORA  | 09/19/24     | IO 114200 |
| ORDERED                                                                                                                                                                                                                                                                                                                                                         | SHIPPED    | ITEM NUMBER    | DESCRIPTION                       | UNIT PRICE | UM       | AMOUNT       |           |
| 2                                                                                                                                                                                                                                                                                                                                                               | 2          | MJTCAPLA16K    | 16X2 MJ C153 TAP CAP L/A          | 406.000    | EA       | 812.00       |           |
| 5                                                                                                                                                                                                                                                                                                                                                               | 5          | SSLCE16AP      | 16 PVC WDG REST *ONELOK W/A       | 342.000    | EA       | 1710.00      |           |
| 13                                                                                                                                                                                                                                                                                                                                                              | 13         | SPWPC16        | 16 SIGMA BELL REST F/ C900 *PVLOK | 489.000    | EA       | 6357.00      |           |
| 500                                                                                                                                                                                                                                                                                                                                                             | 500        | TW14SLDUFBL500 | 14GA SLD COP UF WIRE BLUE 500     | 250.000    | M        | 125.00       |           |
| 2                                                                                                                                                                                                                                                                                                                                                               | 2          | IBRLFCPLUGK    | LF 2 BRS SQ HD CORED PLUG         | 14.000     | EA       | 28.00        |           |
| 2                                                                                                                                                                                                                                                                                                                                                               | 2          | IMJGBP16       | 16 MJ C153 BLT GSKT PK L/ GLAND   | 60.000     | EA       | 120.00       |           |
| INVOICE SUB-TOTAL                                                                                                                                                                                                                                                                                                                                               |            |                |                                   |            |          |              | 9152.00   |
| TAX                                                                                                                                                                                                                                                                                                                                                             |            |                |                                   |            |          | Seminole     | 599.12    |
| *****                                                                                                                                                                                                                                                                                                                                                           |            |                |                                   |            |          |              |           |
| LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION. |            |                |                                   |            |          |              |           |
| <div> Looking for a more convenient way to pay your bill?  </div> <div> Log in to <b>Ferguson.com</b> and request access to Online Bill Pay. </div>                                                                                                                        |            |                |                                   |            |          |              |           |

|        |               |                  |           |            |
|--------|---------------|------------------|-----------|------------|
| TERMS: | NET 10TH PROX | ORIGINAL INVOICE | TOTAL DUE | \$9,751.12 |
|--------|---------------|------------------|-----------|------------|

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| CREDIT MEMO NUMBER | TOTAL DUE   | CUSTOMER | PAGE   |
|--------------------|-------------|----------|--------|
| CM130084           | -\$9,751.12 | 56115    | 1 of 1 |

**PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:**

FEL-ORLANDO WATERWORKS #126  
PO BOX 100286  
ATLANTA, GA 30384-0286

Please contact with Questions: 407-859-7473

**MASTER ACCOUNT NUMBER: 728336**

**SHIP TO:**

CATHCART CONSTR CO-FL LLC  
1056 WILLA SPRINGS DRIVE  
WINTER SPRINGS, FL 32708

| SHIP WHSE.        | SELL WHSE. | TAX CODE           | CUSTOMER ORDER NUMBER               | SALESMAN   | JOB NAME | INVOICE DATE | BATCH    |
|-------------------|------------|--------------------|-------------------------------------|------------|----------|--------------|----------|
| 126               | 126        | FL2SEM             | 16X2 CAPS                           | DTR        | MT DORA  | 09/26/24     | IC CM0   |
| ORDERED           | SHIPPED    | ITEM NUMBER        | DESCRIPTION                         | UNIT PRICE | UM       | AMOUNT       |          |
| 2                 | 2          | MJTCAPLA16K        | 16X2 MJ C153 TAP CAP L/A OI:2110863 | 406.000    | EA       | -812.00      |          |
|                   |            | Cust PO: 16X2 CAPS | Job Name: MT DORA                   |            |          |              |          |
| 5                 | 5          | SSLCE16AP          | 16 PVC WDG REST *ONELOK OI:2110863  | 342.000    | EA       | -1710.00     |          |
|                   |            | Cust PO: 16X2 CAPS | Job Name: MT DORA                   |            |          |              |          |
| 13                | 13         | SPWPC16            | 16 SIGMA BELL REST F/ C9 OI:2110863 | 489.000    | EA       | -6357.00     |          |
|                   |            | Cust PO: 16X2 CAPS | Job Name: MT DORA                   |            |          |              |          |
| 500               | 500        | TW14SLDUFBL500     | 14GA SLD COP UF WIRE BLU OI:2110863 | 250.000    | M        | -125.00      |          |
|                   |            | Cust PO: 16X2 CAPS | Job Name: MT DORA                   |            |          |              |          |
| 2                 | 2          | IBRLFCPLUGK        | LF 2 BRS SQ HD CORED PLU OI:2110863 | 14.000     | EA       | -28.00       |          |
|                   |            | Cust PO: 16X2 CAPS | Job Name: MT DORA                   |            |          |              |          |
| 2                 | 2          | IMJBGP16           | 16 MJ C153 BLT GSKT PK L OI:2110863 | 60.000     | EA       | -120.00      |          |
|                   |            | Cust PO: 16X2 CAPS | Job Name: MT DORA                   |            |          |              |          |
| INVOICE SUB-TOTAL |            |                    |                                     |            |          |              | -9152.00 |
| TAX               |            |                    |                                     |            |          | Seminole     | -599.12  |

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



|               |                         |                  |                    |
|---------------|-------------------------|------------------|--------------------|
| <b>TERMS:</b> | <b>ORIGINAL INVOICE</b> | <b>TOTAL DUE</b> | <b>-\$9,751.12</b> |
|---------------|-------------------------|------------------|--------------------|

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Please contact with Questions: 407-859-7473

| INVOICE NUMBER | TOTAL DUE  | CUSTOMER | PAGE   |
|----------------|------------|----------|--------|
| 2113659        | \$9,751.12 | 69654    | 1 of 1 |

**PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:**

FEL-ORLANDO WATERWORKS #126  
PO BOX 100286  
ATLANTA, GA 30384-0286

**MASTER ACCOUNT NUMBER: 728336**

|                 |
|-----------------|
| <b>SHIP TO:</b> |
|-----------------|

CATHCART CONSTR CO-FL LLC  
1056 WILLA SPRINGS DRIVE  
MT DORE EMERGENCY FIX  
WINTER SPRINGS, FL 32708

| SHIP WHSE. | SELL WHSE. | TAX CODE | CUSTOMER ORDER NUMBER | SALESMAN | JOB NAME              | INVOICE DATE | BATCH     |
|------------|------------|----------|-----------------------|----------|-----------------------|--------------|-----------|
| 126        | 126        | FL2SEM   | REBILL FOR 2110863    | DTR      | MT DORE EMERGENCY FIX | 09/26/24     | IO 114262 |

| ORDERED | SHIPPED | ITEM NUMBER    | DESCRIPTION                       | UNIT PRICE | UM | AMOUNT  |
|---------|---------|----------------|-----------------------------------|------------|----|---------|
| 2       | 2       | MJTCAPLA16K    | 16X2 MJ C153 TAP CAP L/A          | 406.000    | EA | 812.00  |
| 5       | 5       | SSLCE16AP      | 16 PVC WDG REST *ONELOK W/A       | 342.000    | EA | 1710.00 |
| 13      | 13      | SPWPC16        | 16 SIGMA BELL REST F/ C900 *PVLOK | 489.000    | EA | 6357.00 |
| 500     | 500     | TW14SLDUFBL500 | 14GA SLD COP UF WIRE BLUE 500     | 250.000    | M  | 125.00  |
| 2       | 2       | IBRLFCPLUGK    | LF 2 BRS SQ HD CORED PLUG         | 14.000     | EA | 28.00   |
| 2       | 2       | IMJBG16        | 16 MJ C153 BLT GSKT PK L/ GLAND   | 60.000     | EA | 120.00  |

**INVOICE SUB-TOTAL**

**9152.00**

**TAX**

Seminole

**599.12**

\*\*\*\*\*  
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH  
US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION.  
PRODUCTS WITH \*NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN  
NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

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|               |                      |                         |                  |                   |
|---------------|----------------------|-------------------------|------------------|-------------------|
| <b>TERMS:</b> | <b>NET 10TH PROX</b> | <b>ORIGINAL INVOICE</b> | <b>TOTAL DUE</b> | <b>\$9,751.12</b> |
|---------------|----------------------|-------------------------|------------------|-------------------|

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| INVOICE NUMBER | TOTAL DUE | CUSTOMER | PAGE   |
|----------------|-----------|----------|--------|
| 2112436        | \$127.80  | 69654    | 1 of 1 |

**PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:**

FEL-ORLANDO WATERWORKS #126  
PO BOX 100286  
ATLANTA, GA 30384-0286

**MASTER ACCOUNT NUMBER: 728336**

**SHIP TO:**

CATHCART CONSTR CO-FL LLC  
1056 WILLA SPRINGS DRIVE  
MT DORE EMERGENCY FIX  
WINTER SPRINGS, FL 32708

COUNTER PICK UP  
801 THORPE ROAD  
ORLANDO, FL 32824-8016

| SHIP WHSE.                                                                                                                                                                                                                                                                                                                                                      | SELL WHSE. | TAX CODE    | CUSTOMER ORDER NUMBER           | SALESMAN   | JOB NAME              | INVOICE DATE | BATCH     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|---------------------------------|------------|-----------------------|--------------|-----------|
| 126                                                                                                                                                                                                                                                                                                                                                             | 126        | FL2ORA      | 16" KITS                        | DTR        | MT DORE EMERGENCY FIX | 09/20/24     | IO 114214 |
| ORDERED                                                                                                                                                                                                                                                                                                                                                         | SHIPPED    | ITEM NUMBER | DESCRIPTION                     | UNIT PRICE | UM                    | AMOUNT       |           |
| 2                                                                                                                                                                                                                                                                                                                                                               | 2          | IMJBG16     | 16 MJ C153 BLT GSKT PK L/ GLAND | 60.000     | EA                    | 120.00       |           |
| 4                                                                                                                                                                                                                                                                                                                                                               | 0          | IMJBGPU     | 6 MJ C153 BLT GSKT PK L/ GLAND  |            | EA                    | 0.00         |           |
|                                                                                                                                                                                                                                                                                                                                                                 |            |             | INVOICE SUB-TOTAL               |            |                       | 120.00       |           |
|                                                                                                                                                                                                                                                                                                                                                                 |            |             | TAX                             | Orange     |                       | 7.80         |           |
| *****                                                                                                                                                                                                                                                                                                                                                           |            |             |                                 |            |                       |              |           |
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| <div> Looking for a more convenient way to pay your bill?  </div> <div> Log in to <b>Ferguson.com</b> and request access to Online Bill Pay. </div>                                                                                                                        |            |             |                                 |            |                       |              |           |

|                      |                  |           |          |
|----------------------|------------------|-----------|----------|
| TERMS: NET 10TH PROX | ORIGINAL INVOICE | TOTAL DUE | \$127.80 |
|----------------------|------------------|-----------|----------|

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# K3 DIRECTIONAL DRILLING INC.

Invoice No. 1314

8526 SW Kansas Ave, Stuart, Florida 34997

Phone: (772) 600-7118 Fax: (772) 600-7661

## INVOICE

### Customer

Name Cathcart Construction Company  
Address 1056 Willa Springs Drive  
City Winter Springs State FL Zip 32708  
Job Name City of Mount Dora 18" Water Main Repair

Date 9/16/24  
K3 Job # 24100  
Cust. Job #  
SUBK #

| Qty           | Description                | Unit Price  | TOTAL       |
|---------------|----------------------------|-------------|-------------|
| 1             | 18" HDPE D Bore (Lump Sum) | \$48,500.00 | \$48,500.00 |
| 1             | 20 " Upsize                | \$10,500.00 | \$10,500.00 |
| 1             | T900 Fusing Machine Rental | \$6,869.23  | \$6,869.23  |
| 1             | Mobilization               | \$7,500.00  | \$7,500.00  |
| Project Total |                            |             | \$73,369.23 |
|               |                            |             |             |
|               |                            |             |             |
|               |                            |             |             |
| Balance Due   |                            |             | \$73,369.23 |

TERMS: Payment is due 30 days from invoice date

Thank you for your patronage.

La Costa Sod LLC  
23632 Kays Way  
Astatula, FL 34705  
+1 4072712991

**BILL TO**  
Cathcart Construction  
2564 Connection Point  
Oviedo, FL 32765

**SHIP TO**  
mount dora  
US 441

**INVOICE 975**

**DATE** 09/25/2024    **TERMS** Net 30

**DUE DATE** 10/25/2024

| DATE | ACTIVITY    | DESCRIPTION | QTY | RATE   | AMOUNT   |
|------|-------------|-------------|-----|--------|----------|
|      | FLORTAM SOD |             | 20  | 225.00 | 4,500.00 |
|      | Delivery    | Delivery    | 1   | 350.00 | 350.00   |

WORK IS NOT GUARANTEED IF AREA IS NOT IRRIGATED.  
CONTRACTOR IS RESPONSIBLE FOR ALL WATERING.

SUBTOTAL 4,850.00  
TAX 0.00  
TOTAL 4,850.00

**TOTAL DUE \$4,850.00**



Orlando South  
11128 Boggy Creek Rd  
Orlando FL 32824  
United States

Dispatch Inquiry 888-777-8307

Billing Inquiry 888-833-3777

## Invoice

Invoice Number: 922728

Date: 9/26/2024

Cathcart Construction Company  
2564 Connection Point  
Oviedo FL 32765  
United States

Project Name: Water Main Repair Natoma  
Ordered By: Mark Garrison  
Phone: 407-837-2517  
Job Site Location:  
20935 Natoma Blvd  
Mt Dora FL 32757

Job#: 5473  
PO Number: 5473  
JS Contact: Mark Garrison  
Job Site Phone: 407-837-2517  
  
Office Phone: 407-629-2900 X16  
Cust ID: N020009304

Sales Person: David Roach

DavidRoach@ntsafety.com

### Delivery Instructions:

Rental Contract Number: RC00669088

Contract Start Date: 9/12/2024

| Status       | Qty  | Item Description and Rate                                                                                           | Days | From Date | Thru Date | Rate     | Rate Ext   |
|--------------|------|---------------------------------------------------------------------------------------------------------------------|------|-----------|-----------|----------|------------|
| Rent Stopped | 1.00 | 8x12 4 in EFF Steel Trench Box XLDEC<br>\$168.00/Day \$336.00/Week \$1,008.00/4 Week 1 DAYS MIN<br>Serial: TB145622 | 12   | 9/12/2024 | 9/23/2024 | \$672.00 | \$672.00   |
| Rent Stopped | 4.00 | 10.0 ft of 8 in Round Spreader<br>\$0.00/Day \$0.00/Week \$0.00/4 Week 1 DAYS MIN                                   | 12   | 9/12/2024 | 9/23/2024 | \$0.00   | \$0.00     |
| Rent Stopped | 8.00 | Spreader Pin<br>\$0.00/Day \$0.00/Week \$0.00/4 Week 1 DAYS MIN                                                     | 12   | 9/12/2024 | 9/23/2024 | \$0.00   | \$0.00     |
| Rent Stopped | 4.00 | 8x16x1" Steel Plate Reg 2<br>\$68.00/Day \$136.00/Week \$408.00/4 Week 1 DAYS MIN<br>SN 146834 50091 142405 51853   | 12   | 9/12/2024 | 9/23/2024 | \$272.00 | \$1,088.00 |

| Qty  | Description                                             | Reg Rate | Labor Subtotal |
|------|---------------------------------------------------------|----------|----------------|
| 1.00 | Pick Up Line Hauler Truck<br>9/23/2024 / BERTO / LH-141 | \$175.00 | \$175.00       |
| 1.00 | Delivery Line Hauler Truck<br>Jon T-26 9/12/2024        | \$175.00 | \$175.00       |

This Invoice is subject to additional terms and conditions set forth located at <https://www.ntsafety.com/wp-content/uploads/2024/02/NTS-TC-2-7-24.pdf>. The customer agrees to grant NTS a security interest to secure monies due hereunder and authorizes NTS to file a UCC-1 financing statement with the appropriate filing offices to perfect such security interests. Terms Accounts are due and payable net 30 days form invoice date.

Please Remit Payment to:  
National Trench Safety  
P.O.Box 51373

Los Angeles, CA 90051-3673

Rental: \$1,760.00  
Waiver: \$281.60  
Discount: \$0.00  
Sales Tax: \$142.92  
Other: \$350.00

Total Amount: \$2,534.52



Orlando South  
11128 Boggy Creek Rd  
Orlando FL 32824  
United States

Dispatch Inquiry 888-777-8307

Billing Inquiry 888-833-3777

## Invoice

Invoice Number: 922732

Date: 9/26/2024

Cathcart Construction Company  
2564 Connection Point  
Oviedo FL 32765  
United States

Project Name: Water Main Repair Natoma  
Ordered By: Mark Garrison  
Phone: 407-837-2517  
Job Site Location:  
20935 Natoma Blvd  
Mt Dora FL 32757

Job#: 5473  
PO Number: 5473  
JS Contact: Mark Garrison  
Job Site Phone: 407-837-2517  
  
Office Phone: 407-629-2900 X16  
Cust ID: N020009304

Sales Person: David Roach

DavidRoach@ntsafety.com

### Delivery Instructions:

Rental Contract Number: RC00669591

Contract Start Date: 9/13/2024

| Status       | Qty   | Item Description and Rate                                                            | Days | From Date | Thru Date | Rate     | Rate Ext   |
|--------------|-------|--------------------------------------------------------------------------------------|------|-----------|-----------|----------|------------|
| Rent Stopped | 32.00 | DAB-8' PANEL<br>\$27.00/Day \$54.00/Week \$162.00/4 Week 1 DAYS MIN                  | 11   | 9/13/2024 | 9/23/2024 | \$108.00 | \$3,456.00 |
| Rent Stopped | 4.00  | 10' EFF Build a Box Corner Post<br>\$8.00/Day \$16.00/Week \$48.00/4 Week 1 DAYS MIN | 11   | 9/13/2024 | 9/23/2024 | \$32.00  | \$128.00   |
| Rent Stopped | 4.00  | 4' EFF Build a Box Corner Post<br>\$4.00/Day \$8.00/Week \$24.00/4 Week 1 DAYS MIN   | 11   | 9/13/2024 | 9/23/2024 | \$16.00  | \$64.00    |
| Rent Stopped | 4.00  | EFF Build a Box Lift Lug - Single<br>\$0.00/Day \$0.00/Week \$0.00/4 Week 1 DAYS MIN | 11   | 9/13/2024 | 9/23/2024 | \$0.00   | \$0.00     |

| Qty  | Description                                                                         | Reg Rate | Labor Subtotal |
|------|-------------------------------------------------------------------------------------|----------|----------------|
| 1.00 | Pick Up Line Hauler Truck<br>9/23/2024 / BERTO / LH-141 / LABOR CHARGED ON RC669088 | \$0.00   | \$0.00         |
| 1.00 | Delivery 5-Ton Truck<br>Tony S569 9/13/2024                                         | \$175.00 | \$175.00       |

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Please Remit Payment to:  
National Trench Safety  
P.O.Box 51373

Los Angeles, CA 90051-3673

Rental: \$3,648.00  
Waiver: \$583.68  
Discount: \$0.00  
Sales Tax: \$296.22  
Other: \$175.00

Total Amount: \$4,702.90

STORY WATER SYSTEMS, INC.

337 LITTLE SPRINGS LANE  
LONGWOOD, FL 32750

# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 9/17/2024 | 5378      |

| Bill To                                                                         |
|---------------------------------------------------------------------------------|
| CCC<br>1056 Willa Springs Drive<br>Winter Springs, FL 32708<br>407-629-2900 x16 |

| P.O. No. | Terms  | Project |
|----------|--------|---------|
|          | Net 30 |         |

| Description                                                                                                | Qty | Rate                    | Amount   |
|------------------------------------------------------------------------------------------------------------|-----|-------------------------|----------|
| PROJECT: 16" on NATOMA WATERMAIN IMPROVEMENTS<br>MT. DORA, FL                                              |     | 600.00                  | 600.00   |
| DATE: SEPT. 17/19/20, 2024                                                                                 |     |                         |          |
| 3-DAYS OF CHLORINE RESIDUAL TESTING, TIME AND<br>MILEAGE. \$200/DAY                                        |     | 165.00                  | 165.00   |
| DATE: SEPT. 17/19/20, 2024                                                                                 |     |                         |          |
| COLLECTION OF 1 FAILED / 1 PASSED/ 1 PASSED<br>SAMPLES TO INCLUDE TOTAL COLIFORM ANALYSIS.<br>\$55.00/EACH |     |                         |          |
|                                                                                                            |     | <b>Total</b>            | \$765.00 |
|                                                                                                            |     | <b>Payments/Credits</b> | \$0.00   |
|                                                                                                            |     | <b>Balance Due</b>      | \$765.00 |



# RENTAL RETURN INVOICE

# 238687774-001

Job Site

MT. DORA 16" WTRLINE REPAIR  
20935 NATOMA BLVD  
MOUNT DORA FL 32757

Office: 407-629-2900

CATHCART CONSTRUCTION CO-FL  
1056 WILLA SPRINGS DR  
WINTER SPGS FL 32708-5214

Customer # : 3037531  
Invoice Date : 09/27/24  
Rental Out : 09/12/24 12:00 PM  
Rental In : 09/25/24 09:00 AM  
UR Job Loc : 20935 NATOMA BLVD, M  
UR Job # : 682  
Customer Job ID :  
P.O. # : 5473  
Requested By : JOE NEWTON  
Approved By : JOE NEWTON  
Salesperson : TYLER JONES

**Invoice Amount: \$8,827.65**

Terms: Due Upon Receipt  
Payment options: Contact our credit office 704-916-4840  
**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

## RENTAL ITEMS:

| Qty | Equipment | Description                                                                                                          | Minimum  | Day | Week     | 4 Week           | Amount   |
|-----|-----------|----------------------------------------------------------------------------------------------------------------------|----------|-----|----------|------------------|----------|
| 1   | 905/5045  | EXCAVATOR BUCKET 48"                                                                                                 |          |     |          |                  | N/C      |
| 1   | 11156883  | EXCAVATOR 60000-69999#<br>Make: KOBELCO Model: SK300LC-10<br>Serial: LB08605056 Meter out: 3361.61 Meter in: 3445.00 | 1,329.00 |     | 3,471.50 | 8,236.50         | 6,943.00 |
|     |           |                                                                                                                      |          |     |          | Meter chg:       | 294.47   |
|     |           |                                                                                                                      |          |     |          | Rental Subtotal: | 7,237.47 |

## SALES/MISCELLANEOUS ITEMS:

| Qty | Item                         | Price            | Unit of Measure      | Extended Amt. |
|-----|------------------------------|------------------|----------------------|---------------|
| 1   | ENVIRONMENTAL SERVICE CHARGE | [ENV/MCI] 99.000 | EACH                 | 99.00         |
| 1   | DELIVERY CHARGE              | 500.000          | EACH                 | 500.00        |
| 1   | PICKUP CHARGE                | 500.000          | EACH                 | 500.00        |
|     |                              |                  | Sales/Misc Subtotal: | 1,099.00      |
|     |                              |                  | Agreement Subtotal:  | 8,336.47      |
|     |                              |                  | Tax:                 | 491.18        |
|     |                              |                  | Total:               | 8,827.65      |

## COMMENTS/NOTES:

CONTACT: MARK GARRISON  
CELL#: 407-837-2517  
DLV/PKU LOC SELECTED BY MAP PIN OPTION  
09/11/24 CONFIRMED W MARK - JR

CONTINUED

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

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RENTAL RETURN  
INVOICE

# 238687774-001

Job Site

MT. DORA 16" WTRLINE REPAIR  
20935 NATOMA BLVD  
MOUNT DORA FL 32757

Office: 407-629-2900

CATHCART CONSTRUCTION CO-FL  
1056 WILLA SPRINGS DR  
WINTER SPGS FL 32708-5214

Customer # : 3037531  
Invoice Date : 09/27/24  
Rental Out : 09/12/24 12:00 PM  
Rental In : 09/25/24 09:00 AM  
UR Job Loc : 20935 NATOMA BLVD, M  
UR Job # : 682  
Customer Job ID :  
P.O. # : 5473  
Requested By : JOE NEWTON  
Approved By : JOE NEWTON  
Salesperson : TYLER JONES

Invoice Amount: \$8,827.65

Terms: Due Upon Receipt  
Payment options: Contact our credit office 704-916-4840  
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

Customer Accounting Page

| Start Dt | End Date | Percent | Pre-Tax | Tax    | Total   |
|----------|----------|---------|---------|--------|---------|
| 9/12/24  | 9/25/24  | 100     | 8336.47 | 491.18 | 8827.65 |

| Description | Code |
|-------------|------|
| JOB NUMBER  | 5473 |

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# RENTAL RETURN INVOICE

# 238807315-002

Job Site

MT. DORA 16" WTRLINE REPAIR  
20935 NATOMA BLVD  
MOUNT DORA FL 32757

Office: 407-629-2900

CATHCART CONSTRUCTION CO-FL  
1056 WILLA SPRINGS DR  
WINTER SPGS FL 32708-5214

Customer # : 3037531  
Invoice Date : 09/30/24  
Rental Out : 09/13/24 12:00 PM  
Rental In : 09/25/24 09:00 AM  
UR Job Loc : 20935 NATOMA BLVD, M  
UR Job # : 682  
Customer Job ID :  
P.O. # : 5473  
Requested By : JOE NEWTON  
Approved By : JOE NEWTON  
Salesperson : TYLER JONES

**Invoice Amount: \$3,003.09**

Terms: Due Upon Receipt  
Payment options: Contact our credit office 704-916-4840  
**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

## RENTAL ITEMS:

| Qty | Equipment | Description                                                                                                                  | Minimum | Day    | Week     | 4 Week   | Amount   |
|-----|-----------|------------------------------------------------------------------------------------------------------------------------------|---------|--------|----------|----------|----------|
| 1   | 903/5066  | SKID STEER BUCKET 66" SMOOTH                                                                                                 |         |        |          |          | N/C      |
| 1   | 11414831  | SKID STEER TRACK LOADER 2000-2399#<br>Make: TAKEUCHI Model: TL8R2R<br>Serial: 408003628 Meter out: 1289.00 Meter in: 1303.40 |         | 445.00 | 1,204.00 | 2,536.00 | 2,408.00 |

Rental Subtotal: 2,408.00

## SALES/MISCELLANEOUS ITEMS:

| Qty | Item                         | Price            | Unit of Measure | Extended Amt. |
|-----|------------------------------|------------------|-----------------|---------------|
| 1   | ENVIRONMENTAL SERVICE CHARGE | [ENV/MCI] 48.160 | EACH            | 48.16         |
| 1   | PICKUP CHARGE                | 375.000          | EACH            | 375.00        |

Sales/Misc Subtotal: 423.16

Agreement Subtotal: 2,831.16

Tax: 171.93

Total: 3,003.09

## COMMENTS/NOTES:

CONTACT: MARK GARRISON  
CELL#: 407-837-2517  
DLV/PKU LOC SELECTED BY MAP PIN OPTION  
09/13/24 CONFIRMED W MARK - JR

CONTINUED

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

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RENTAL RETURN  
INVOICE

# 238807315-002

Job Site

MT. DORA 16" WTRLINE REPAIR  
20935 NATOMA BLVD  
MOUNT DORA FL 32757

Office: 407-629-2900

CATHCART CONSTRUCTION CO-FL  
1056 WILLA SPRINGS DR  
WINTER SPGS FL 32708-5214

Customer # : 3037531  
Invoice Date : 09/30/24  
Rental Out : 09/13/24 12:00 PM  
Rental In : 09/25/24 09:00 AM  
UR Job Loc : 20935 NATOMA BLVD, M  
UR Job # : 682  
Customer Job ID :  
P.O. # : 5473  
Requested By : JOE NEWTON  
Approved By : JOE NEWTON  
Salesperson : TYLER JONES

Invoice Amount: \$3,003.09

Terms: Due Upon Receipt  
Payment options: Contact our credit office 704-916-4840  
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

Customer Accounting Page

| Start Dt | End Date | Percent | Pre-Tax | Tax    | Total   |
|----------|----------|---------|---------|--------|---------|
| 9/13/24  | 9/25/24  | 100     | 2831.16 | 171.93 | 3003.09 |

| Description | Code |
|-------------|------|
| JOB NUMBER  | 5473 |

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# RENTAL RETURN INVOICE

# 238687773-001

Job Site

MT. DORA 16" WTRLINE REPAIR  
20935 NATOMA BLVD  
MOUNT DORA FL 32757

Office: 407-629-2900

Customer # : 3037531  
Invoice Date : 09/30/24  
Rental Out : 09/12/24 12:00 PM  
Rental In : 09/25/24 09:00 AM  
UR Job Loc : 20935 NATOMA BLVD, M  
UR Job # : 682  
Customer Job ID :  
P.O. # : 5473  
Requested By : JOE NEWTON  
Approved By : JOE NEWTON  
Salesperson : TYLER JONES

CATHCART CONSTRUCTION CO-FL  
1056 WILLA SPRINGS DR  
WINTER SPGS FL 32708-5214

**Invoice Amount: \$4,443.52**

Terms: Due Upon Receipt  
Payment options: Contact our credit office 704-916-4840  
**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

## RENTAL ITEMS:

| Qty | Equipment | Description                                                                                                                     | Minimum | Day    | Week     | 4 Week   | Amount   |
|-----|-----------|---------------------------------------------------------------------------------------------------------------------------------|---------|--------|----------|----------|----------|
| 1   | 592011NF  | LOADER WHEEL FORK ATTACHMENT<br>Make: TRM Model: FRK-96" 644<br>Serial: 0413592011                                              | 80.00   | 80.00  | 226.00   | 520.00   | 452.00   |
| 1   | 11727481  | LOADER WHEEL 2.0-2.5 CUBIC YARD<br>Make: JOHN DEERE Model: 444P<br>Serial: 1DW444PACPLX20218 Meter out: 423.37 Meter in: 463.10 |         | 678.50 | 1,356.00 | 4,962.00 | 2,712.00 |

Rental Subtotal: 3,164.00

## SALES/MISCELLANEOUS ITEMS:

| Qty | Item                                   | Price   | Unit of Measure | Extended Amt. |
|-----|----------------------------------------|---------|-----------------|---------------|
| 1   | ENVIRONMENTAL SERVICE CHARGE [ENV/MCI] | 54.240  | EACH            | 54.24         |
| 1   | DELIVERY CHARGE                        | 500.000 | EACH            | 500.00        |
| 1   | PICKUP CHARGE                          | 500.000 | EACH            | 500.00        |

Sales/Misc Subtotal: 1,054.24

Agreement Subtotal: 4,218.24

Tax: 225.28

Total: 4,443.52

## COMMENTS/NOTES:

CONTACT: MARK GARRISON  
CELL#: 407-837-2517  
DLV/PKU LOC SELECTED BY MAP PIN OPTION  
\*\*DELIVER LOADER FIRST OUT OF THE FOUR  
PIECES.\*\*  
09/11/24 CONFIRMED W MARK - JR

CONTINUED

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

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RENTAL RETURN  
INVOICE

# 238687773-001

Job Site

MT. DORA 16" WTRLINE REPAIR  
20935 NATOMA BLVD  
MOUNT DORA FL 32757

Office: 407-629-2900

CATHCART CONSTRUCTION CO-FL  
1056 WILLA SPRINGS DR  
WINTER SPGS FL 32708-5214

Customer # : 3037531  
Invoice Date : 09/30/24  
Rental Out : 09/12/24 12:00 PM  
Rental In : 09/25/24 09:00 AM  
UR Job Loc : 20935 NATOMA BLVD, M  
UR Job # : 682  
Customer Job ID :  
P.O. # : 5473  
Requested By : JOE NEWTON  
Approved By : JOE NEWTON  
Salesperson : TYLER JONES

Invoice Amount: \$4,443.52

Terms: Due Upon Receipt  
Payment options: Contact our credit office 704-916-4840  
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

Customer Accounting Page

| Start Dt | End Date | Percent | Pre-Tax | Tax    | Total   |
|----------|----------|---------|---------|--------|---------|
| 9/12/24  | 9/25/24  | 100     | 4218.24 | 225.28 | 4443.52 |

| Description | Code |
|-------------|------|
| JOB NUMBER  | 5473 |

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PARTIAL RETURN  
INVOICE

# 238807315-001

Job Site

MT. DORA 16" WTRLINE REPAIR  
20935 NATOMA BLVD  
MOUNT DORA FL 32757

Office: 407-629-2900

CATHCART CONSTRUCTION CO-FL  
1056 WILLA SPRINGS DR  
WINTER SPGS FL 32708-5214

Customer # : 3037531  
Invoice Date : 09/30/24  
Rental Out : 09/13/24 12:00 PM  
Rental In : 09/25/24 09:00 AM  
UR Job Loc : 20935 NATOMA BLVD, M  
UR Job # : 682  
Customer Job ID :  
P.O. # : 5473  
Requested By : JOE NEWTON  
Approved By : JOE NEWTON  
Salesperson : TYLER JONES

Invoice Amount: \$3,811.38

Terms: Due Upon Receipt  
Payment options: Contact our credit office 704-916-4840  
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

RENTAL ITEMS:

| Qty | Equipment | Description                                                                                                          | Minimum | Day    | Week     | 4 Week   | Amount   |
|-----|-----------|----------------------------------------------------------------------------------------------------------------------|---------|--------|----------|----------|----------|
| 1   | 907/0545  | MINI EXCAVATOR BUCKET 24"                                                                                            |         |        |          |          | N/C      |
| 1   | 11303242  | MINI EXCAVATOR 10000-14000#<br>Make: TAKEUCHI Model: TB260<br>Serial: 126106660 Meter out: 1575.10 Meter in: 1612.00 |         | 534.00 | 1,403.00 | 2,805.00 | 2,805.00 |

Rental Subtotal: 2,805.00

SALES/MISCELLANEOUS ITEMS:

| Qty | Item                         | Price            | Unit of Measure | Extended Amt. |
|-----|------------------------------|------------------|-----------------|---------------|
| 1   | ENVIRONMENTAL SERVICE CHARGE | [ENV/MCI] 56.100 | EACH            | 56.10         |
| 1   | DELIVERY CHARGE              | 375.000          | EACH            | 375.00        |
| 1   | PICKUP CHARGE                | 375.000          | EACH            | 375.00        |

Sales/Misc Subtotal: 806.10

Agreement Subtotal: 3,611.10

Tax: 200.28

Total: 3,811.38

COMMENTS/NOTES:

CONTACT: MARK GARRISON  
CELL#: 407-837-2517  
DLV/PKU LOC SELECTED BY MAP PIN OPTION  
09/13/24 CONFIRMED W MARK - JR

CONTINUED

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PARTIAL RETURN  
INVOICE

# 238807315-001

Job Site

MT. DORA 16" WTRLINE REPAIR  
20935 NATOMA BLVD  
MOUNT DORA FL 32757

Office: 407-629-2900

CATHCART CONSTRUCTION CO-FL  
1056 WILLA SPRINGS DR  
WINTER SPGS FL 32708-5214

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UR Job Loc : 20935 NATOMA BLVD, M  
UR Job # : 682  
Customer Job ID :  
P.O. # : 5473  
Requested By : JOE NEWTON  
Approved By : JOE NEWTON  
Salesperson : TYLER JONES

Invoice Amount: \$3,811.38

Terms: Due Upon Receipt  
Payment options: Contact our credit office 704-916-4840  
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

Customer Accounting Page

| Start Dt | End Date | Percent | Pre-Tax | Tax    | Total   |
|----------|----------|---------|---------|--------|---------|
| 9/13/24  | 9/25/24  | 100     | 3611.10 | 200.28 | 3811.38 |

| Description | Code |
|-------------|------|
| JOB NUMBER  | 5473 |

\*\*\*\*\*



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

---

**DATE:** December 17, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Informational - JPA Extension

---

**Introduction:**

City Manager's report on the extension of the Joint Planning Agreement (JPA)

**Discussion:**

The Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment) calls for the City and the County to use their best efforts to adopt a new Joint Planning Agreement (JPA) within twelve (12) months of the Effective Date of the 2nd Amendment, which was June 27, 2023.

Both City and County staff along with Dr. Levey as the facilitator have been working on the draft document since Spring 2023. At this stage, various drafts have been reviewed and discussed. Following the most recent City/County staff meeting on November 25, 2024, the County asked to research provisions on transfer of roadways among other aspects of the draft JPA. These reviews will most likely move the comment completed into 2025. Attached, as authorized by JPA is the 2nd extension of the JPA.

**Budget Impact:**

N/A

**Strategic Impact:**

GOAL 1: Economic Development  
GOAL 2: Infrastructure / Public Safety

**Recommendation:**

Informational item.

**Attachment(s):**

1. Second Amendment to Mount Dora JPA Extension

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

Approved - 12/10/2024  
Final Approval - 12/10/2024



COUNTY MANAGER'S OFFICE

P.O. Box 7800 • 315 W. Main St., Suite 308 • Tavares, FL 32778

November 25, 2024

Mr. Vince Sandersfeld, City Manager  
City of Mount Dora  
510 North Baker Street  
Mount Dora, FL 32757

**RE: Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement**

Dear Mr. Sandersfeld:

The Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement (2<sup>nd</sup> Amendment) calls for the City and the County to use their best efforts to adopt a new Joint Planning Agreement (JPA) within twelve (12) months of the Effective Date of the 2<sup>nd</sup> Amendment, which was June 27, 2023.

In June of 2024, we agreed to an extension of the 2<sup>nd</sup> Amendment until December 26, 2024. Since the efforts to adopt a new JPA are not yet complete, through the authority provided in Article III, Paragraph 4.a. of the 2<sup>nd</sup> Amendment, I propose the time to adopt a new JPA be extended until **June 26, 2025**.

If you, as City Manager for the City of Mount Dora, agree with the Extension, please sign below and return the fully executed letter no later than December 10, 2024.

Sincerely,

Jennifer Barker  
County Manager

Enclosures: Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement (2<sup>nd</sup> Amendment), First Extension Letter

**Full execution below constitutes mutual agreement by the City Manager and County Manager and hereby extends the Second Amendment to the City of Mount Dora-Lake County Joint Planning Agreement (2<sup>nd</sup> Amendment) to June 26, 2025.**

  
\_\_\_\_\_  
Jennifer Barker, County Manager

11/19/24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Vince Sandersfeld, City Manager

11/25/2024  
\_\_\_\_\_  
Date

P 352.343.9888 • F 352.343.9495

Board of County Commissioners • [www.lakecountyfl.gov](http://www.lakecountyfl.gov)