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

Mount Dora City Council

Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
August 18, 2026, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Presentation City Project Updates 4

PUBLIC COMMENT

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

1. Request Ratification of Submission of the FY 2026-2027 Florida Firefighter Cancer Decontamination Equipment Grant Application 6
2. Request Approval of Hazard Mitigation Grant Program (HMGP) Stormwater Master Plan Grant Agreement 27
3. Request Approval of Change Order #1 to Cathcart Construction Company - Fl, LLC Purchase Order #25-01740 for Wastewater Treatment Facility 2 (WWTF#2) Modifications to Construct Three Rapid Infiltration Basins (RIBs) 91
4. Request Approval of the Fifth Amendment to Interlocal Agreement Between Lake County, Florida with the City of Mount Dora for Library Services 97
5. Request Approval of the Purchase of Underground Cable and Task Authorization for Distribution Circuit M599 122
6. Request Approval of Piggyback Agreement with Willdan Engineering, Inc. for Supplemental Building Services 137
7. Request Ratification of the Forty-first and Forty-second Extensions of **Resolution No. 2025-45**, Declaring a Local State of Emergency Related to October 26-October 27, 2025 Flood Event 215
8. Request Approval of Meeting Minutes 223

ACTION ITEMS

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Adoption of **Resolution No. 2026-22,** Approving the Series 2026 Non-Ad Valorem Refunding Revenue Bonds and Related Interlocal Agreement 231
2. Request Adoption of **Resolution No. 2026-24,** Establishing the Five-Year Stormwater Rate Schedule 382

DISCUSSION ITEMS

PRIORITY PROJECT UPDATES

1. Landfill Litigation (City Attorney)
2. Witherspoon Lodge (City Attorney)

CITY MANAGER'S REPORT

1. Informational — Purchasing Division Report on Emergency Purchases 423
2. Lobbyist Update

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

1. Councilmember Doug Bryant
2. Councilmember Cal Rolfson
3. Councilmember Dennis Dawson
4. Councilmember Marc Crail
5. Councilmember Nate Walker
6. Vice-mayor John Cataldo
7. Mayor James Homich

UPCOMING MEETING DATES

1. Monday, August 24, 2026, 6:00 p.m., Final Budget Workshop: Overall Budget

2. Tuesday, September 1, 2026, 6:00 p.m., Regular Session

3. Thursday, September 3, 2026, 6:00 p.m., Special Meeting - 1st Public Hearing to Consider Adoption of Tentative Budgets; Proposed Millage Rate
4. Thursday, September 10, 2026, 6:00 p.m., Special Meeting: Conduct Public Hearings to Consider Adoption of Fire Assessment Rate Resolution
5. Tuesday, September 15, 2026, 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

DATE: **August 18, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Presentation City Project Updates

Introduction:
Staff will provide City Council with an update on major construction, infrastructure, and other ongoing City projects.

Discussion:
The presentation will summarize project status, recent progress, next steps, and any significant schedule or budget considerations. Staff will be available to answer questions.

Budget Impact:
There is no direct budget impact associated with this update. Project-specific impacts will be addressed during the presentation or through separate Council action, as applicable.

Strategic Impact:
These project updates support the City's efforts to strengthen and expand infrastructure, provide high-quality municipal services, enhance public safety and resiliency, improve roadway and public facility conditions, and responsibly manage capital and grant-funded investments.

Strategic Initiative 3: Strengthen and Expand Mount Dora's Infrastructure.
Strategic Initiative 4: Provide high-quality City services that sustain a vibrant, safe, and healthy community.
Goal 7: Public Safety and Resiliency
Goal 8: Roadway Infrastructure
Goal 12: Provide high-quality programs and facilities benefiting residents of all ages
Strategic Initiative 5: Invest in Fiscal Resources, including the responsible use of grants and other outside funding sources

Recommendation:
This item is informational only; no action is requested.

Attachment(s):

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

Misty Sommer, Director of Economic Development & Public Information	Approved - 7/17/2026
Jeanann Hand, City Clerk	Approved - 8/5/2026
Vince Sandersfeld, City Manager	Final Approval - 8/5/2026

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

DATE: **August 18, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Ratification of Submission of the FY 2026-2027 Florida Firefighter Cancer Decontamination Equipment Grant Application

Introduction:
This is a request for City Council to ratify the Fire Department's submission of an application to the Florida Department of Financial Services, Division of State Fire Marshal, for the FY 2026-2027 Florida Firefighter Cancer Decontamination Equipment Grant.

Discussion:
The grant program provides financial assistance to fire departments for equipment, supplies, and training designed to reduce firefighter exposure to hazardous, cancer-causing chemicals. Applications are due August 20, 2026, and require a minimum 25 percent match.

The Fire Department has submitted an application requesting funding for the purchase of 40 pairs of structural firefighting gloves (providing each member with the newest technology in hand protection leaving 6 pair as spare stock for replacement as needed), 34 Nomex hoods (providing each member with a new chemical barrier protective hood), and 17 new firefighting helmets (providing new helmets (Cairns 1836) to members whose current helmets have reached its recommended life expectancy). The equipment would replace aging or limited-quantity gear and strengthen the Department's cancer-prevention practices by reducing direct contact with contaminants and improving access to clean protective equipment following emergency incidents.

Budget Impact:
The required $4,545.00 local match will be funded from the FY 2026-27 Fire Assessment Fund 131. The remaining $13,634.69 would be funded through the grant. Future replacement costs will be addressed through the Fire Department's normal budget process.

Strategic Impact:

Strategic Initiative 4: Provide High-Quality Services
Provide High-Quality services that sustain a vibrant, safe, and healthy community..
Goal 11: Ensure an exceptional level of Public Safety services.

Strategic Initiative 5: Invest in Fiscal and Human Resources
Building a resilient foundation for enhanced financial performance and organizational excellence.
Goal 13: Identify and seek alternative funding sources.

Recommendation:

City Council ratify the Fire Department's submission of an application for the FY 2026-2027 Florida Firefighter Cancer Decontamination Equipment Grant in the amount of $13,634.69 and approve the required local match of $4,545.00 from Fire Assessment Fund 131.

Attachment(s):

1. Mount Dora Fire 2026 FL FF Cancer Decontamination Grant Packet
2. Florida Firefighter Cancer Decontamination Equipment Grant

Prepared by: HOUSE, ANGELA F HOUSE, ANGELA F, Fire Administrative Coordinator
Reviewed by:

Dara Hennessey, Deputy Fire Chief	Approved - 8/4/2026
Joseph Hightower, Fire Chief	Approved - 8/4/2026
Matthew Dodson, Budget Officer	Approved - 8/4/2026
Jennifer Gates, Finance Director	Approved - 8/4/2026
City Attorney, City Attorney	Approved - 8/12/2026
Jeanann Hand, City Clerk	Approved - 8/12/2026
Vince Sandersfeld, City Manager	Final Approval - 8/12/2026

APPLICATION FOR FIREFIGHTER CANCER DECONTAMINATION EQUIPMENT GRANT PROGRAM

APPLICANT INFORMATION

Name of Fire Department: City of Mount Dora Fire Department

Name of Person Completing Form: Dara Hennessey, Deputy Fire Chief

Physical Address:	**1300 N. Donnelly Street**	**Mount Dora**	**32757**
	(Street)	(City)	(Zip)
Mailing Address:	**1300 N. Donnelly Street**	**Mount Dora**	**32757**
	(Street)	(City)	(Zip)

EMAIL Address: hennesseyd@cityofmountdora.com

County: Lake County

Fire Department Telephone Number: (352) 901-2500

Name and Telephone Number of the Safety Officer/Representative for follow-up:

Dara Hennessey, Deputy Fire Chief (352) 901 – 2500

Fire Department Identification Number (FDID#): 12081

Federal Tax Identification Number: 85-8012621644C-3

What Year was Fire Department Established: 1910

Indicate whether you are a municipality or county, the state, or any political subdivision of the state, including authorities and special districts:

Municipality

Indicate the size of the population served: 18,000

Indicate the number of square miles in your area served: 11.7 Square Miles

Indicate the number of fire stations within your jurisdiction: 2 Fire Stations

Indicate the number of certified firefighter personnel within your fire department listed on the Fire College Department of Insurance Continuing Education (FCDICE) roster:

34 Certified Firefighter Personnel

Would decontamination equipment help you achieve the objectives of the Employer Cancer Prevention Best Practices, Rule 69A-62.025, F.A.C.?

☐ **No**

✔ **Yes**

Does your agency have post fire on-scene decontamination equipment and related practices on your suppression apparatus?

☐ **No**

✔ **Yes**

Do you presently submit fire incident data to the National Fire Incident Reporting Service (NFIRS)?
(Awarding of this grant is conditional on your department submitting fire incident data.)

☐ **No**

✔ **Yes**

Do you presently have decontamination equipment that is designed to mitigate exposure to hazardous cancer-causing chemicals? Use additional sheets if necessary.

☐ **No**

✔ **Yes** (List type and quantity of equipment and how many fire station and personnel this services)

Wash Down Hose x3 servicing approx. 34 Firefighters across 2 stations and 3 shifts

Dawn liquid soap detergent x3 bottles (1 issued per apparatus)

Brushes to clean PPE x3 (1 issued per apparatus)

Contaminated PPE bags, spare nomex hoods for exchange, decon wipes

Storm Stick post fire decon shower x1 34 firefighters

SCBA Decon wash machine (2025 Grant award) x1 station 34 firefighters

FUNDING INFORMATION

Directions: List the total funding received from ANY taxing authority in your current FISCAL YEAR, or in your current CALENDER YEAR.
Include any funds and grants received from any local governing authority, County, Town, City, Municipality, Independent Special District, Dependent Special District, Special District, Municipal Service Taxing Unit (MSTU), or Municipal Service Benefit Unit (MSBU).

DO NOT INCLUDE DONATIONS OF ANY TYPE.

a. Annual Operating Budget: $ 497,274

b. Total Grants Received $ 28,206.00

c. Total Funds Received (a.+ b.): $ 525,480

☐ Calendar Year _____ X Fiscal Year FY 25-26

Financial need must be documented in the Grant Narrative Section.

REQUESTING FUNDS FOR THE FOLLOWING EQUIPMENT, SUPPLIES, AND EDUCATIONAL TRAINING

For which of the following items are you requesting funds? (Please select ALL that apply.)

☐ **VEHICLE EXHAUST CAPTURE SYSTEMS (compliant with the standards of NFPA 1500 (2018 edition) incorporated by reference in Rule 69A-62.025, F.A.C)**
Please provide the following information in the **Grant Narrative section**:
- Description of the equipment
- Explanation of how the equipment mitigates exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

☐ **PERSONAL PROTECTIVE EQUIPMENT EXTRACTOR UNITS**
Please provide the following information in the **Grant Narrative section**:
- Description of the equipment
- Explanation of how the equipment mitigates exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

X **HOODS, GLOVES, OR HELMET EARFLAPS (compliant with the standards of NFPA 1971 (2018 edition) incorporated by reference in Rule 69A-37.060, F.A.C)**
Please provide the following information in the **Grant Narrative section**:
- Description of the equipment
- Explanation of how the equipment mitigates exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

X **OTHER EQUIPMENT USED TO MITIGATE EXPOSURE TO HAZARDOUS, CANCER-CAUSING CHEMICALS**

Please provide the following information in the **Grant Narrative section**:

- Description of the equipment
- Explanation of how the equipment mitigates exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

☐ **SUPPLIES USED TO MITIGATE EXPOSURE TO HAZARDOUS, CANCER-CAUSING CHEMICALS**

Please provide the following information in the **Grant Narrative section**:

- Description of the supplies
- Explanation of how the supplies mitigate exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

☐ **EDUCATIONAL TRAINING**

Please provide the following information in the **Grant Narrative section**:

- Description of educational training
- Explanation of how training contributes to decreasing exposure to hazardous, cancer-causing chemicals

If future grant funding is allocated to the Division of State Fire Marshal to mitigate exposure to hazardous, cancer-causing chemicals and to protect the health and safety of Florida Firefighters, what type of items would you be interested in obtaining? (Optional)

1. **Cleaning Soaps and Detergents**_____
2. **Spare Nomex Hoods to replenish revolving stock**_____
3. **Fire Gloves to replenish revolving stock**_____
4. _____
5. _____

MATCHING FUNDS: LEVEL OF NONSTATE MATCHING FUNDS, MINIMUM OF 25% OF NONSTATE FUNDING

Percentage of matching funds: 25%

Please attach documentation indicating the source of the matching funds.

GRANT NARRATIVE (use additional sheets if necessary)

Directions:
Please contact the State Fire Marshal if you have any questions: firegrantquestion@myfloridacfo.com

Provide the required information for your grant request here. Include any additional information you feel is important to your grant request. This narrative must demonstrate the financial need of the department.

See narrative addendum.

Provide an itemized list and costs of requested items:

See attached quote addendum.

AUTHORIZATION TO SUBMIT GRANT REQUEST

To be completed by the **Fire Chief or Fire Service Agency Head** of the municipality or county, the state, or any political subdivision of the state, including authorities and special districts, employing firefighters or utilizing firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
NOTE: Administration of resources awarded by the Department to the recipient may be subject to audits and/or monitoring by the Department.

Person Submitting Request:	**Hennessey**	**Dara**
	(Last Name)	(First Name)
Mailing Address: 1700 N. Donnelly Street	**Mount Dora**	**Fl 32757**
(Street)	(City)	(Zip)

Email Address: hennesseyd@cityofmountdora.com

Telephone Number: 321-901-2500

Hennessey, Dara		Deputy Fire Chief
Printed Name (Last)	(First)	(Title)
		7/21/26
Signature		(Date)

DFS-K4-2300 The Florida Firefighter Cancer Decontamination Equipment Grant Program (FFCDEGP)

2026 Mount Dora Fire Department Application Addendum

Provide the required information for your grant request here. Include any additional information you feel is important to your grant request. This narrative must demonstrate the financial need of the department:

Financial Need:

Mount Dora Fire Department responds to the community with an all-hazards approach for fire suppression, emergency medical services, fire prevention, public education, and community risk reduction despite a decreasing operational budget. The city is growing rapidly with new residential communities, tourism economy, large retired population base, and multiple special events throughout the year. While the department's budget has increased from previous fiscal years 2024 to current by 8.3% due to personnel costs governed by the collective bargaining agreement, access to additional funding for critical investments in capital infrastructure, protective firefighting equipment, and community programs such as fire and life safety education has been challenging. In October 2025 the city was decimated by a 100-year storm receiving over 17" of rain in less than 24 hours destroying the main roadway into and out of the city. Repair costs amounted to over 3.5 million dollars whereas FEMA assistance covered only 80% of the cost. The city had to cover the remainder of the 20% from general and reserve funds thus creating a further deficit in the ability of the department to request an increase in fiscal year 2026 budget. Additionally, the State of Florida has passed a bill to eliminate property taxes that is set to go on the November 2026 ballot for a majority vote that will have a direct impact to funding ability and stability for all services within the state's municipalities. If the property tax elimination goes through, the City of Mount Dora alone stands to lose an estimated $6 million in annual revenue in the first year with that amount increasing in subsequent years following.

MDFD's 2025-2026 operating budget is primarily driven by ad-valorem taxes and the department is funded at $4,925,374 in which $4,428,100 (89.9%) is dedicated to personnel costs. The remaining operational portion ($497,274) is reserved for funding equipment maintenance ($67,500 13.57%), apparatus maintenance and fuel ($118,000 23.7%), utilities ($37,381 7.5%), training ($50,000 9.84%), Community Risk Reduction ($20,000 0.41%), and the remaining $204,393 (41%) being reserved for the departments IT needs, software programs, personnel uniforms/protective ensembles, mail/freight, annual physicals. Etc. The Fire Department does have an additional funding stream via a fire assessment fee ($239/housing unit= $2.2 million per year in revenue). Part of the fire assessment fee ($1.1 million) pays for a $22 million bond that was taken out in 2018 to pay for the construction of replacing fire station 35, 3 new fire apparatus, the addition of an administrative building, and a remodel of the primary fire station 34. The assessment fee funds cannot be utilized for non-infrastructure items.

Transparently, the department's budget allows for maintenance and upkeep of its existing equipment and apparatus. Funds for new equipment is limited to small revolving purchases and operational necessity only. The ability to acquire new or additional protective ensembles and equipment in order to improve or expand upon the department's commitment to exposure reduction, at present, is nonexistent. The Department remains without rainy day reserves and emergency funds to help augment this assessed gap.

As the city works to manage growth and development, outside funding opportunities have become critical for the fire department. The department has sought creative funding solutions through partnerships with joint stakeholders within the community as well as grants (Federal and local) that have proven successful and beneficial throughout the years.

Matching Funds:

The department's funding strategy for the required 25% match is to request funds from contingency funding in the amount of $4,545 (25% of $18,180 project total) as the department does not have the ability to absorb the expenditure within its current budget; further displaying its financial need for grant funding assistance.

Equipment Request:

With the Florida Firefighter Cancer Decontamination Equipment Grant opportunity, the department is seeking grant funds to purchase personal protective equipment used to minimize and/or mitigate exposure to hazardous cancer-causing chemicals at a cost of approximately $18,180 (cost breakdown of $1.22 lump sum per city resident or attributed over a 10 year life expectancy of the equipment in the amount of $0.0101 per year/resident). The project would include the purchase of 40 pairs of structural firefighting gloves (providing each member with the newest technology in hand protection leaving 6 pair as spare stock for replacement as needed), 34 Nomex hoods (providing each member with a new chemical barrier protective hood), and 17 new firefighting helmets (providing new helmets (Cairns 1836) to members whose current helmets have reached its recommended life expectancy). Replacing current helmets with the new 1836 technology will give our firefighters the opportunity to completely remove the interior components of the helmet for washing and decontamination procedures. The newly acquired PPE would be incorporated into the departments PPE maintenance program for inventory tracking and compliance cleaning; further solidifying Mount Dora's commitment to reducing chemical exposure and maintaining a level of safety standards for all department members.

Since 2024, the departments front line personnel on average have had to wear their PPE and SCBA at least once (1) every one and a half (1.5) days (2024 to current fire related calls wear PPE wear was required = 661 occurrences). This is in addition to donning/doffing bunker gear that contains PFOA's and any other unforeseen or unknown carcinogens that accompany the hazards of our profession. Being better equipped with updated PPE that contains advance particulate barriers to create distance from the products of combustion and carcinogens would further assist with our cancer awareness initiatives, be more in line with NFPA 1851 guidelines, as well as provide an added level of protection to our members. Any chance of reducing

exposure to known/unknown carcinogens and products of combustion helps to provide longevity to our members during their service years and beyond. This coincides with a portion of our department's mission statement of "Make things better" further solidifying the adoption of this newly added practice into the cloth of the organizational culture as well as meeting the intent of the grant objectives and priorities.

The department currently has a PPE program that utilizes a certified ISP for annual gear inspections and cleaning. In addition, the department documents and tracks repairs, maintenance, and PPE washing via a specialized "app" supplied by our ISP vendor. We utilize that information as it corelates to department trainings and calls for service regarding PPE longevity, serviceability, and performance compliance/measurement. With adding the new hoods, gloves, and helmets, the department would incorporate its performance measure into the established program. We would be able to further assess data from its use against the hopeful reduction in long range illnesses due to a continued decrease in contaminate skin soiling along coupled with exposure reduction compliance and accountability.

Training would be provided department wide on the newly issued PPE, administrative expectations for continued wear compliance, and an ability to track its use via technology (QR code scanning/tracking when cleaning and servicing). Once in-service training was completed and documented, the new PPE would be placed in service and data points collected as reported. That data (use tracking) would be stressed against calls for service where PPE was worn to ensure overall compliance. Impacts from progressive protective measures would be tracked as needed over the PPE's useful service life.

Review/Print Survey Response

Print

Please enter your fire department name and FDID # (if you know it)

Dept Name:

Mount Dora Fire Department

FDID #:

12081

Please provide the following information about your Department.

Address 1

1300 N. Donnelly St

Address 2

City

Lake

State

Florida

Zip

32757

Phone

352-901-2500

Fire Chief's Name

Joseph Hightower

Email Address

hennesseyd@mountdora.gov

* Please select the classification of your fire department.

» Career

* What is the population of your jurisdiction? (1st Due Only)

» 5,000 - 24,999

* What is the size of your jurisdiction in square miles? (1st Due Only)

» Less than 25 Square Miles

Please indicate how many department personnel are:

* Certified at the FirefighterI Level ONLY (160, 206, or 191 hours):	0
* Certified at the Firefighter II Level:	34
* Not certified , but are considered "trained commensurate to duty":	0

* Is Hazardous Material (Hazmat) Response a service that your fire department provides?

» Yes ("Formal" Hazmat Team is not a requirement)

How many of your personnel are certified to the following level:

* Hazmat Awareness	34
* Hazmat Operations	34
* Hazmat Technician	0

* Is Wildland-Urban Interface / Wildland (brush, grass, forest) firefighting a service that your fire department provides?

» Yes

* Are your firefighters equipped with wildland fire personal protective clothing?

» No

* Is Technical Rescue a role that your fire department performs?

» No

* Does your department have a complete set of bunker gear for all certified firefighters?

» Yes

* What is the average age of your bunker gear (approximate age of each set)?

» 0 - 5 years

* Does your department have an SCBA for each riding position on all Fire Apparatus?

» Yes

Please indicate which edition of NFPA 1981 "Standard on Open Circuit Self-contained Breathing Apparatus" your department's SCBA are compliant with:

	Quantity
* 1997 Edition	0
* 2002 Edition	0
* 2007 Edition	0
* 2013 Edition	36
* 2019 Edition	0

How many firefighters who work in the Immediately Dangerous to Life or Health (IDLH) Environment are equipped with a PASS device?

* PASS Device enable is integrated into the SCBA air valve	36
* PASS Device is manually enabled	0
* No PASS Device	0

* Does your department have a Thermal Imager / Thermal Imaging Camera (TIC) available?

» Yes

* Does your department have a portable radio for each riding position on all Fire Apparatus?

» Yes

List the number of each type of apparatus in service.

(if NONE, please ENTER a "0")

	Engines/Pumpers	Ladders/Aerials	Tankers/Tenders	Brush Trucks	Other Vehicles
* 0 - 14 years old	3	1	0	1	6
* 15 - 19 years old	0	0	0	0	0
* 20 - 29 years old	0	0	0	0	0
* 30 or more years old	0	0	0	0	0

How many stations does your department operate?

2

What is the approximate age of your oldest and newest station?

	1 - 15 years	16 - 30 years	31 - 40 years	Over 40 Years Old	N/A
* Oldest Station or ONLY Station			x		
* Newest Station (Select N/A if you only have one station)	x				

How many of your stations have emergency generator power?

2

If adequate funding were available, what do you consider your fire department's MOST critical need?

Increased staffing

Your 2nd highest priority need?

Training facility

Your 3rd highest priority need?

Reliable reserve fleet

* Would you like a representative of the Bureau of Firefighter Standards and Training to schedule (or discuss) a complimentary Fire Department Safety Compliance Check for your fire department?

» Our department has successfully completed a FD Safety Compliance Check performed by the Florida State Fire Marshal.

Do you have any additional comments or suggestions?

No thank you.

TEN-8 FIRE & SAFETY, LLC
1112 MANATEE AVE E
BRADENTON, FL 34208
USA
Phone: 800-228-8368
Fax: 941-756-2598

Original

QUOTATION

Quote Number	Document Date	Page
231076215	**07/06/26**	**1/2**

Customer No.	Federal Tax ID - Business Partner
C00662	**45-18-022121-54C**

PO Number
.

Sales Employee	Email
Wilkerson, Mitchell B	**mwilkerson@ten8fire.com**

Document Owner	Email
Kotecki, Robert	**rkotecki@ten8fire.com**

Sell To:

CITY OF MOUNT DORA

1300 N DONNELLY ST
Mount Dora FL 32757
USA

Delivery Address

CITY OF MOUNT DORA

1300 N DONNELLY STREET
MT DORA FL 32757
USA

	Description	Quantity	UoM	Vendor	Price	Total
C-TRD51M331221A000	**880, BLK, 6"EAGLE, BOURKES**	**11**	**EA**	**MSA SAFETY SALES, LLC**	**490.35**	**5,393.85**
C-TRD52M331221A000	**880 W/NFPA BRKS, RED, DLX LTHR, PBI/KEV, BRS EAGLE**	**6**	**EA**	**MSA SAFETY SALES, LLC**	**490.35**	**2,942.10**
39708-00-194071	**BARRIAIRE GOLD - ELITE PRO COMPREHENSIVE COVERAGE**	**34**	**EA**	**PGI, INC**	**125.61**	**4,270.74**
6877K	**MK-2, ULTRA, GUANTLET STYLE STRUCTURAL FIREFIGHTING GLOVE NFPA1970 - SPECIFY SIZE**	**40**	**EA**	**VANGUARD SAFETY WEAR**	**137.20**	**5,488.00**
	PRICED PER LAKE CO. CONTRACT #22-730K / 2026					

Shipping: Ground

Subtotal:	**$ 18,094.69**
Freight:	**$ 85.00**
Total Before Tax:	**$ 18,179.69**
Total Tax Amount:	**$ 0.00**
Total Amount:	**$ 18,179.69**

Valid Until: **08/06/2026**

The terms and conditions set forth in these "Terms and Conditions" govern the terms of sale for all goods and services purchased by the customer from Ten-8 Fire and Safety, LLC, ("Ten-8"). Acceptance of any purchase order received from customer (whether pursuant to a Ten-8 quotation or otherwise) is expressly subject to and conditioned upon these Terms and Conditions, which are deemed to be incorporated by reference and made a part of the parties' agreement. Unless the Exception set forth below applies, these Terms and Conditions shall control over any conflicting terms and conditions of purchase as may be proposed by the customer in the purchase order; any terms and conditions of purchase proposed by the customer in the purchase order that conflict with, alter, or add to the these Terms and Conditions are expressly rejected, unless such additional or conflicting terms are expressly acknowledged and agreed to in writing by Ten-8 and signed by Ten-8's duly authorized representative.

Exception: If the Ten-8 purchase quotation or the customer's related purchase order states that it is governed by a "cooperative purchasing agreement" or comparable agreement, such agreement shall control any conflicting provisions of these "Terms and Conditions."

Binding Agreement

Customer represents and warrants to Ten-8 that the individual submitting the purchase order has legal authority to do so, whether in his/her own capacity or as an authorized representative of a business entity. A purchase order submitted by customer to Ten-8, which is governed by these Terms and Conditions, shall be binding on the customer and Ten-8, and deemed to be made by the parties in Manatee County, Florida.

Delivery

Shipment of goods in all events is F.O.B. place of shipment and shall be deemed to occur when the aforementioned items are placed in the possession of a common carrier for shipment to customer.

Title and Risk of Loss

Title to and risk of loss of all items purchased hereunder shall pass to customer upon shipment by Ten-8 F.O.B. place of shipment.

Return Policy

All returns are at Ten-8's sole discretion and must be initiated within 30 days of receipt of the product and will be charged a restocking fee. Contact your Ten-8 sales representative to receive a Return Materials Authorization (RMA).

All returns must be unused and in the original manufacturer's box with the original packaging and accompanied by the original invoice number of the purchase and a copy of the RMA. All authorized returns will be charged a restocking fee.

All freight charges, fabricated and special-order parts, chemicals, electrical items, oil products, paints, waxes, and additives are non-returnable. No credits will be given until the returnable part has been received by Ten-8 in an acceptable condition and determined not to be defective or damaged.

Lost or Damaged Goods

All claims for the loss or damage of merchandise must be presented to Ten-8 immediately. Any items considered lost by Ten-8's shipping carrier will be replaced by Ten-8. Any claims for damaged goods must be supported by a delivery note annotated by the freight carrier on delivery, or supporting photographs and other documentation. Upon review, Ten-8 shall determine the damage and make an assessment on how the damage has occurred. If the damage has occurred in shipping transit, the item will be replaced or credited to the customer. If it has been determined that the item was damaged by the customer, Ten-8 will not accept payment deductions or give credit in these circumstances.

Warranty Provided Solely by Manufacturer

Ten-8 is not the manufacturer of the parts sold under these Terms and Conditions. All parts sold by Ten-8 hereunder are warranted solely by any express warranty provided by the manufacturer of such product.

TEN-8, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

Limitation of Liability. TEN-8 WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. TEN-8'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY HEREUNDER.

Arbitration.

Any controversy or claim arising out of or relating to these Terms and Conditions, or the breach thereof, shall be settled solely by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.

Taxes, Tariffs, and Duties

If any tax, public charge, tariff, duty, or increase in such taxes or tariffs, is now, or shall be, assessed, levied, or imposed upon, or with respect to the sale of products by Ten-8 or the manufacturer to customer or upon any sale, delivery, or other action taken under any validly accepted order for products, or upon the export or import of such product(s) by Ten-8 or the manufacturer, or if any change shall be made in the custom house or railway classification of such product(s) or in existing freight rates applicable thereto, the burden of such charge or change shall be borne by the customer.

If any term hereof is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Terms and Conditions will remain in full force and effect.

CITY OF MOUNT DORA

City Hall
510 N. Baker St.
Mount Dora, FL 32757

Office of the City Manager
352-735-7126
Fax: 352-383-4801

Customer Service
352-735-7105
Fax: 352-735-2892

Finance Department
352-735-7118
Fax: 352-735-1406

Human Resources
352-735-7106
Fax: 352-735-9457

Planning and Development
352-735-7112
Fax: 352-735-7191

City Hall Annex
900 N. Donnelly St.
Mount Dora, FL 32757

Parks and Recreation
352-735-7183
Fax: 352-735-3681

Public Safety Complex
1300 N. Donnelly St.
Mount Dora, FL 32757

Police Department
352-735-7130
Fax: 352-383-4623

Fire Department
352-735-7140
Fax: 352-383-0881

Public Works Complex
1250 N. Highland St.
Mount Dora, FL 32757
352-735-7151
Fax: 352-735-1539

W. T. Bland Public Library
1995 N. Donnelly St.
Mount Dora, FL 32757
352-735-7180
Fax: 352-735-0074

Website:
www.cityofmountdora.com

TO: Whom it May Concern

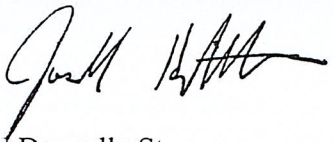
FROM: Joseph Hightower, Fire Chief

DATE: July 13, 2026

SUBJECT: State Firefighters Decontamination Grant

The City of Mount Dora and the Mount Dora Fire Department have agreed to commit City funds for the matching portion of the State Firefighter Decontamination Grant. In total the City and Department would contribute up to $4,545.00.

Joseph Hightower, Fire Chief



1300 N Donnelly St.
Mount Dora, FL 32757

352-735-7140 ext. 2100
hightowerj@mountdora.gov

Department of Financial Services
Division of State Fire Marshal
Notice of Funding Opportunity

FY2026-2027 Florida Firefighter Cancer Decontamination Equipment Grant

A. Program Description

Catalog of State Financial Assistance (CSFA) Project Number
43006

CSFA Title
Florida Firefighter Cancer Decontamination Equipment Grant

Notice of Funding Opportunity Title
FY2026-2027 Florida Firefighter Cancer Decontamination Equipment Grant

Program Overview and Priorities

Project Overview
The Florida Firefighter Cancer Decontamination Equipment Grant (FFCDEGP) was established by Florida Statute 633.137 and F.A.C 69A-37.503 to help protect the health and safety of firefighters and provide financial assistance to help departments, including volunteer fire departments, procure equipment, supplies and educational training designed to mitigate exposure to hazardous, cancer-causing chemicals.

Project Priorities
Grant funding is only available for PPE extractor units (110 volt) and other units not designed to operate using 110 volts however additional cost such as wiring and installation will not be covered, second sets of hoods, gloves and earflaps, vehicle exhaust capture systems, other equipment used to mitigate exposure to hazardous, cancer-causing chemicals, supplies used to mitigate exposure to cancer-causing chemicals, educational training designed to mitigate exposure to hazardous, cancer-causing chemicals.

For specific information on program priorities and objectives for the FY2026-2027 FFAGP, refer to Florida Administrative and 69A-37.503.

B. Award Information

Award Amount and Important Dates

Total Available Funding for the Notice of Funding Opportunity: TBD
Period of Performance Start Date: July 1, 2026
Period of Performance End Date: August 20, 2027

C. Eligibility Information

Eligible Applicants and Criteria

Eligible applicants are fire service providers organized and operating in the state of Florida as a volunteer or combination fire department and meeting all the following requirements:

1. A fire service provider,
2. Recorded as a fire department in the Division's online electronic database,
3. Has a Florida fire department identification (FDID) number,
4. Compliant with the Florida Firefighters Occupational Health and Safety Act or has a plan for its correction.
5. Submitted the Florida Fire Service Needs Assessment Survey.
6. Must submit fire incident data as required in FAC 69A-66.004

Ineligible organizations are those that meet any of the following:

1. Federal government entities or contracted by federal government,
2. Fire service providers on federal or state military bases,
3. Federal or state tribal nations,
4. Fire brigades or private fire departments that operate independent of a municipality or county, the State of Florida, the Division , or any political subdivision of the state of Florida, including authorities and special districts.

Cost Share or Match

A minimum of 25 percent non state matching funds is required by the eligible applicant for the Florida Firefighter Cancer Decontamination Equipment Grant Program. Applicant must submit proof of its nonstate matching funds.

D. Application and Submission Information

Key Dates and Times

Opening Date for Submitting Applications: July 7, 2026; 8 am EDT
Closing Date for Submitting Applications: August 20, 2026; 5 pm EDT

Application Submission

In addition to meeting the eligibility requirements, applicants for the Florida Firefighter Assistance Grant Program must complete the following items and submit the Grant Application to: FirefighterGrant@MyFloridaCFO.com

- Grant Application (DFS-K4-2300) Available on Website
- Florida Fire Service Needs Assessment (DFS-K4-2191) CLICK FOR LINK TO ELECTRONIC SURVEY

- Request a Fire Department Safety Compliance Inspection from the Bureau of Fire Standards and Training, Safety Section by sending an email to: FireFighterSafety@MyFloridaCFO.com

E. Application Review Information

The Bureau of Fire Standards and Training (BFST) will rank all complete and submitted applications based on how well they match the program priorities. Answers to the application's activity specific questions and Florida Fire Service Needs Assessment Survey provide information used to determine each application's ranking relative to the stated program priorities.

Review and Selection Process

Applications are scored competitively by (no less than three) peer reviewers. These reviewers will assess each application's merits with respect to the details provided in the Narrative Statement on the activity, including the evaluation elements listed in the Narrative Evaluation Criteria below. The panel will independently score each project within the application, discuss the merits and/or shortcomings of the application, and document the findings. A consensus is not required.

Narrative Evaluation Criteria

1. **Financial Need**
   Applicants must describe their financial need and how consistent it is with the intent of the Program. This statement(s) should include details describing the applicant's financial distress, summarizing budget constraints, unsuccessful attempts to secure other funding, annual budget with revenues and expenditures, and proving the financial distress is out of their control.

2. **Project Description and Budget**
   The statement(s) should clearly explain the applicant's project objectives and its relationship to the applicant's budget and risk analysis. The applicant should describe the various activities applied for with respect to any program priority or facility modifications, making sure they are consistent with project objectives, the applicant's mission and national, state, and/or local requirements.

   Applicants should link the proposed expenses to operations and safety, as well as the completion of the project goals.

Turndown Notifications

All applicants who do not receive an FY2026-2027 Grant award will receive a notification letter by email from BFST within 90 days of grant application closing date.

F. Award Administration Information

Award Notification

All applicants who are awarded a FY2026-2027 Grant award will receive a notification award letter by email from BFST within 90 days of grant application closing date. The recipient will have 45 calendar days from notification to email BFST whether to accept or decline the award.

Award Agreement Information

If the recipient decides to accept the grant award, they will be required to sign a grant agreement between Department of Financial Services and the recipient within 90 days of the announcement. The Contract provides the requirements for services and performance as outlined in the Scope of Work including deliverables, Specific Grant Award, Audit Requirements, and Public Records Requirements.

Supplemental Grant Award

Department of Financial Services will issue supplemental grant awards to eligible grantees to replace applicants who did not respond to the notification of the grant award or did not execute an agreement.

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

DATE: **August 18, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Hazard Mitigation Grant Program (HMGP) Stormwater Master Plan Grant Agreement

Introduction:
This is a request for Council to approve an agreement with the Hazard Mitigitation Grant Program (HMGP) for the Stormwater Master Plan related to the Lake John Basin.

Discussion:
The City of Mount Dora has been awarded a $400,000 Hazard Mitigation Grant Program (HMGP) grant to develop a comprehensive Stormwater Master Plan for the Lake John Basin. The plan will identify existing stormwater system deficiencies within the basin, evaluate current and future drainage needs, and establish a strategic framework for improving stormwater infrastructure and reducing flood risk throughout the area.

In addition to guiding future capital improvement projects, the Stormwater Master Plan will strengthen the City's ability to compete for state and federal grant funding. Many funding programs require applicants to have current stormwater master plans or asset management plans in place as a prerequisite for grant eligibility. Completing this planning effort will better position the City to secure additional external funding for future stormwater improvement projects.

Budget Impact:
The total project cost is $400,000, with $300,000 funded through the HMGP grant and a required local match of $100,000 provided by the City's Stormwater Fund.

The resulting budget impact will be (FY26-27)
Grant revenue: $300,000
Expenditures: $400,000
Resulting in a net cost of $100,000 to the stormwater fund (Fund #440)

Strategic Impact:

This item supports the City of Mount Dora Strategic Plan FY 2025–2030 through the following priority:

Strategic Initiative 4: Provide High-Quality Services
Goal #10: Manage stormwater runoff to minimize flooding.

The development of the Lake John Basin Stormwater Master Plan advances this goal by identifying drainage deficiencies and establishing a framework for infrastructure improvements that will reduce flood risk.

Recommendation:

Staff recommends that the City Council approve the Hazard Mitigation Grant Program (HMGP) Agreement in the amount of $400,000 for the development of the Lake John Basin Stormwater Master Plan; authorize the City Manager to execute the agreement and any associated documents necessary to implement the project; and approve the required local match of $100,000 from the Stormwater Fund.

Attachment(s):

1. 4673-305-P72 City of Mount Dora - Grant Agreement

Prepared by: Andrew Marsian, Public Works and Utilities Director
Reviewed by:

Bill Mitchell, City Engineer	Approved - 8/4/2026
Andrew Marsian, Public Works and Utilities Director	Approved - 8/5/2026
Matthew Dodson, Budget Officer	Approved - 8/5/2026
Jennifer Gates, Finance Director	Approved - 8/5/2026
City Attorney, City Attorney	Approved - 8/12/2026
Jeanann Hand, City Clerk	Approved - 8/12/2026
Vince Sandersfeld, City Manager	Final Approval - 8/12/2026

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Mount Dora
PROJECT #:	4673-305-P72
PROJECT TITLE:	City of Mount Dora Stormwater Master Plan
HMGP CONTRACT #:	H1481
SM CONTRACT #: (if applicable)	N/A
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Mason Sheppard Grants Analyst 1514 Broadway, Suite 301 Fort Myers, Florida 33901

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

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

SUB-RECIPIENT AGREEMENT CHECKLIST

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at 850-332-3369 or email me at **Danielle.Satterfield@yagroup.com.**

Agreement Number: **H1481**

Project Number: **4673-305-P72**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

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

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

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

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

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

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

Sub-Recipient's name:	City of Mount Dora
Sub-Recipient's unique entity identifier (UEI/FEIN):	KRYJPNM9B9M7 / 596000380
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	March 11, 2026
Subaward Period of Performance Start and End Date:	March 11, 2026 – May 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$300,000.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$300,000.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$300,000.00
Federal award project description (see FFATA):	Stormwater Master Plan
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Danielle.Satterfield@yagroup.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

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

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

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

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

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

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

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

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

(3) CONTACT

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

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

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

Danielle Satterfield
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-332-3369
Email: Danielle.Satterfield@yagroup.com

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

Laura Dhuwe
Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-879-0872
Email: watershedplanning@em.myflorida.com

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

   Mason Sheppard
   Grants Analyst
   1514 Broadway, Suite 301
   Fort Myers, Florida 33901
   Telephone: 239-673-2790
   Email: Mason.sheppard@kimley-horn.com

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin on March 11, 2026 and shall end on May 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(9) FUNDING

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

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

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$300,000.00**.

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

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

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

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

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

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

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

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

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

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

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

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

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

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

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

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

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

(13) MONITORING

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

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

(14) LIABILITY

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

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

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

(15) DEFAULT

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

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

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

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

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

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

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

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

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

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

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

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

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

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

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

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

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

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

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

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

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

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

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

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

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

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(22) MANDATED CONDITIONS

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

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

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

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

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

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

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

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

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

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

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

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

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

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

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

("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

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

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

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

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

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

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

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

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

extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

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

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

(24) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate

that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

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

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

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

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

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

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

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

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

(30) SUSPENSION AND DEBARMENT

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

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

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

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

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

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

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

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

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

SUB-RECIPIENT: CITY OF MOUNT DORA

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

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

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$ 300,000.00**

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

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

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Mitigation Planning Project
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Watershed Master Planning Program

City of Mount Dora Stormwater Master Plan

Budget and Scope of Work

STATEMENT OF PURPOSE:

The Florida Division of Emergency Management's (Division) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goals of this project are to assist local communities in developing a Stormwater Master Plan for the purposes of moving up in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities.

This project is funded through the Hazard Mitigation Grant Program (HMGP) DR-4673-305-P72, as approved by the Division and the Federal Emergency Management Agency (FEMA) to create and update Watershed Master Plans (WMPs) throughout the state of Florida.

The Sub-Recipient, City of Mount Dora, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

The Scope of Work for this Hazard Mitigation Grant Program (HMGP) Watershed Planning Program project, the Division shall coordinate with eligible Florida entities (Sub-Recipients) to produce a Stormwater Master Plan (SWMP). This project is preceded by the Watershed Master Plan Pilot Program, with Stormwater Master Plans being encompassed in the second round of funding.

The purpose of a Stormwater Master Plan (SWMP) is to assist the Sub-Recipient assess and prioritize both existing and potential stormwater issues. The SWMP shall outline recommendations for future improvements including conceptual designs and alternative solutions, to effectively manage water quantity and quality. This project intent is to promote flood resiliency by the development and implementation of the SWMPs.

This project shall result in the development of Stormwater Master Plans (SWMPs) for National Flood Insurance Program (NFIP) participating communities throughout Florida. The plan shall be conducted and developed in accordance with FEMA's standard practices for mitigation planning, ensuring maximum public engagement throughout the process.

The Sub-Recipient shall finalize the process by submitting a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the Stormwater Master Plan shall be adopted in the Sub-Recipient's next LMS update.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning/.

TASKS & DELIVERABLES:

A. TASKS

1. Create Preliminary Stormwater Master Plan.

The Sub-Recipient shall create a preliminary Stormwater Master Plan (SWMP), which is a narrative detailing an inventory of existing stormwater systems, the community's existing policies and regulations, identifying known problematic areas and areas with high flood risk, and proposes a series of recommendations for managing stormwater effectively. There shall be enough detail in the preliminary SWMP to verify the required analysis has been completed. Specifically, the required analysis for the

preliminary SWMP shall include all the Minimum Criteria required for a creditable SWMP under the two categories of Data Inventory and Collection and Stormwater Master Plan Criteria as follows:

Data Inventory and Collection:

1. Data inventory (used for initial flood modeling):
    a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands)
    b. Inventory of bodies of water that receive stormwater discharges.
    c. Inventory of existing drainage system
    d. Inventory of data availability
2. Locations of:
    a. critical facilities, cultural/historical, and other places/areas of interest
    b. vulnerable areas and their descriptions
    c. map of stormwater sewer systems
3. Existing regulations and plans in place for reducing flood risks
    a. Legal Authorities for Municipal Separate Storm Sewer System (MS4).

Stormwater Master Plan Criteria

4. Targeting pollutants of concern:
    a. What pollutants are present.
    b. How they are being monitored and assessed.
    c. How pollutant presence is being reduced.
5. Stormwater control measures:
    a. How construction site runoff is controlled.
    b. Describe stormwater management for areas of new development and redevelopment.
    c. What are the pollution prevention practices.
    d. Describe how illicit discharges are tracked and reported.
    e. Education, outreach, and public involvement.
6. Jurisdiction specific provisions:
    a. Existing land uses-current and future.
    b. Effectiveness of managing stormwater runoff.
    c. Best management scenarios for mitigating stormwater runoff.
7. The community must adopt the final plan.
8. If applicable, SWMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, previous assumptions on hydrology, sea level rise and future land use, are still applicable.

TASK 1 DELIVERABLES

Deliverable submittals shall be electronic documents and be submitted to the Division via email to the Divisions Grant Manager for review no later than the established due date before payment shall be processed. The Sub-Recipient shall submit following Task 1 deliverables to the Division:

a) An electronic copy of the preliminary Stormwater Master Plan (SWMP).

b) A separate electronic document listing how and where in the preliminary SWMP the Minimum Criteria listed under Task 1 are met.

c) A separate electronic document clarifying the Sub-Recipient's existing data inventory at the time of contract execution, how the data are used, and which tasks and efforts have already been completed prior to contract execution.

d) A separate electronic document with all comments between the Sub-Recipient Staff and contractor from their review of the SWMP, and

e) Submit previous SWMP or if no previous SWMP exists submit a letter stating as such.

Reimbursement / Payment for Task 1 shall occur once the Sub-Recipient has received feedback from the Division confirming that their preliminary SWMP and Task 1 Deliverables have been approved. To be approved, the preliminary SWMP shall show how all the listed Minimum Criteria required for a creditable SWMP are intended to be met.

2. Revise Draft Stormwater Master Plan and Submit Completed Stormwater Master Plan.

After receiving feedback from the Division on the preliminary Stormwater Master Plan (SWMP), from Task 1 (per Task 1 Deliverables), the Sub-Recipient shall finalize the flood modeling process and submit their completed SWMP. At a minimum, the modeling and SWMP must meet the Minimum Criteria required for a creditable SWMP shown above. The Sub-Recipient shall update their SWMP, if revisions are necessary based on the Division's feedback, and submit the completed SWMP to the Division for review.

The Sub-Recipient shall coordinate, throughout the activities for Task 2, with the applicable Local Mitigation Strategy (LMS) working group to ensure that the working group shall adopt the SWMP as an annex in the next LMS update and use the data to inform the risk assessment and mitigation strategy.

TASK 2 DELIVERABLES

Deliverable submittals shall be electronic documents and be submitted to the Division via email to the Divisions Grant Manager, for review no later than the established due date before payment shall be processed. The Sub-Recipient shall submit the following Task 2 deliverables to the Division:

a) An electronic copy of the completed SWMP (after incorporating comments from the Division, if applicable).

b) A signed letter from the applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the completed SWMP shall be adopted and used to update the risk assessment and mitigation strategy during the next LMS plan update; and

c) Provide documentation of WMP submittal to ISO/CRS.

Reimbursement / Payment for Task 2 shall occur once the Sub-Recipient has received feedback from the Division confirming that their completed SWMP and Task 2 Deliverables have been approved. To be approved, the completed SWMP shall show how all the listed Minimum Criteria required for a creditable SWMP have been met.

3. Grant Management Tasks:

The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and performing all work plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

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

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

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

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

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

The Sub-Recipient shall monitor and manage the procurement and shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

During this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

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

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

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

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

The Sub-Recipient shall submit to the Division requests for reimbursement costs related to the project as identified in the project application and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices, which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name

of service provider and any other pertinent information.

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services.

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final project cost. All Supporting documentation shall show that all contractors and subcontractors have been paid.

B. Deliverables

	Deliverable Value	**Due Date**
Task 1 – Create Preliminary SWMP based on Initial Flood Modeling; Submit Draft SWMP and additional Task 1 Deliverables	$340,000.00	15 months
Task 2 – Revise Draft SWMP; Submit Completed SWMP and additional Task 2 Deliverables	$60,000.00	23 months
Total	**$400,000.00**	

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

PROJECT CONDITIONS AND REQUIREMENTS:

C. PROGRAMMATIC

1. The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
2. The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
3. The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
4. Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
5. The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
6. A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
7. Project approval is on the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
8. The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending

the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

This is FEMA project number **4673-305-P72.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project to the State on March 11, 2026.

The State of Florida awarded this project on 06/17/26.

The Period of Performance for this project begins on the date of execution of the subgrant agreement by both parties. The Period of Performance shall end on May 31, 2028.

D. FINANCIAL CONSEQUENCES:

The failure to provide the Division with the required deliverables within the stated timelines shall result in a penalty of 5% of the determined deliverable amount for each late deliverable. Penalty may be waived based upon reasonable explanation with documentation by Sub-Recipient.

Should the Sub-Recipient determine that there are significant barriers to conducting any of the minimum deliverables due to extenuating circumstances, the Division may re-evaluate performance expectations upon a formal request from the Sub-Recipient.

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

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

SCHEDULE OF WORK:

Milestones / Tasks		
State Contracting:	3	Months
Local Procurement:	2	Months
Field Work and Data Collection (Task 1)	3	Months
Initial Flood Modeling (Task 1):	3	Months
Preliminary WMP and Task 1 Deliverables (Task 1)	3	Months
Revise WMP and Submit Completed WMP and Task 2 Deliverables (Task 2)	8	Months
Division Approval and Closeout	1	Month
Total Period of Performance:	**23**	**Months**

BUDGET:

Line-Item Budget*

FEES:	Project Cost	Federal Cost	Non-Federal Cost
Personnel	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual	$400,000.00	$300,000.00	$100,000.00
Other	$0.00	$0.00	$0.00
Total Project Fees:	**$400,000.00**	**$300,000.00**	**$100,000.00**

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

FUNDING SUMMARY TOTALS:

Federal Share:		$300,000.00	(75.00%)
Non-Federal Share:		$100,000.00	(25.00%)
Total Project Cost:		**$400,000.00**	**(100.00%)**

Attachment B

Program Statutes and Regulations

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

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

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

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

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

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

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

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

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

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

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

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

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

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

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

Attachment C

Statement of Assurances

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

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

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

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

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

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

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

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

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

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Mount Dora

REMIT ADDRESS: 1514 Broadway, Suite 301

CITY: Fort Myers STATE: Florida ZIP CODE: 33901

PROJECT TYPE: Stormwater Master Plan PROJECT #: 4673-305-P72

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1481

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

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

Invoice Period: _____ through _____ Payment No: _____

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

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

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

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

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

SUB-RECIPIENT: City of Mount Dora PAYMENT #:

PROJECT TYPE: Stormwater Master Plan PROJECT #: 4673-305-P72

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1481

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

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF MOUNT DORA

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

[ ] **ADVANCE REQUESTED**

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

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

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

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Mount Dora **PROJECT #:** **4673-305-P72**

PROJECT TYPE: Stormwater Master Plan **CONTRACT #:** **H1481**

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

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

Financial Amount to Date:

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

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____

Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

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

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

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

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

Cost / Financial **Comments:**

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

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

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

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

_____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

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

Procurements

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

Business Hours

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

Licensing and Permitting

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

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

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

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Mount Dora
Sub-Recipient's Name

H1481
DEM Contract Number

4673-305-P72
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

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

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

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

ORGANIZATION AND PROJECT INFORMATION

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

PROJECT #: 4673-305-P72

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 300,000.00

OBLIGATION/ACTION DATE: March 11, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: KRYJPNM9B9M7

UEID/SAM# +4: _____

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

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The Scope of Work for this Hazard Mitigation Grant Program (HMGP) Watershed Planning Program project, the Division shall coordinate with eligible Florida entities (Sub-Recipients) to produce a Stormwater Master Plan (SWMP). This project is preceded by the Watershed Master Plan Pilot Program, with Stormwater Master Plans being encompassed in the second round of funding.

The purpose of a Stormwater Master Plan (SWMP) is to assist the Sub-Recipient assess and prioritize both existing and potential stormwater issues. The SWMP shall outline recommendations for future improvements including conceptual designs and alternative solutions, to effectively manage water quantity and quality. This project intent is to promote flood resiliency by the development and implementation of the SWMPs.

This project shall result in the development of Stormwater Master Plans (SWMPs) for National Flood Insurance Program (NFIP) participating communities throughout Florida. The plan shall be conducted and developed in accordance with FEMA's standard practices for mitigation planning, ensuring maximum public engagement throughout the process.

The Sub-Recipient shall finalize the process by submitting a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the Stormwater Master Plan shall be adopted in the Sub-Recipient's next LMS update.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning/.

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

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

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

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

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
   Yes ☐ No ☐

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

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

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

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

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

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

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

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

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

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

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

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

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____
Signature of Sub-Recipient/subcontractor’s Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor’s Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

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

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is “Yes,” provide the information required in the “Total Compensation Paid to Non-Profit Personnel Using State Funds” form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is “No”, move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City:_____State:_____Zip: _____

Phone Number: _____

Email Address:_____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

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

DATE: **August 18, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Change Order #1 to Cathcart Construction Company - Fl, LLC Purchase Order #25-01740 for Wastewater Treatment Facility 2 (WWTF#2) Modifications to Construct Three Rapid Infiltration Basins (RIBs)

Introduction:

This is a request for City Council to approve Change Order No. 1 to Purchase Order No. 25-01740 with Cathcart Construction Company – FL, LLC for modifications to the Wastewater Treatment Facility No. 2 (WWTF #2) Rapid Infiltration Basins (RIBs) project.

Discussion:

Cathcart Construction Company – FL, LLC is currently under contract to construct three Rapid Infiltration Basins (RIBs), install a reject water main from WWTF #2 to the RIBs, and complete associated modifications to the existing piping at Wastewater Treatment Facility No. 2 (WWTF #2). During construction, several modifications were identified that are necessary to accommodate the City's planned expansion of WWTF #2 and address field conditions encountered during construction.

The proposed Change Order No. 1 includes:

- Upsize approximately 2,300 linear feet of the reject water main from 12-inch PVC to 16-inch PVC to support the future expansion of WWTF #2.
- Revise approximately 1,400 linear feet of the pipeline installation from open-cut construction to horizontal directional drilling utilizing 20-inch HDPE pipe along the golf course perimeter.
- Install an additional air release valve.
- Install approximately 350 linear feet of additional 8-inch PVC pipe to re-loop the spray field irrigation system after discovering that a reclaimed water main had previously been relocated.

These modifications improve the long-term capacity and constructibility of the project while minimizing impacts to adjacent property and accommodating existing site conditions.

Budget Impact:
Purchase Order No. 25-01740 was issued to Cathcart Construction Company – FL, LLC in the amount of $1,812,890.00 for the Wastewater Treatment Facility No. 2 (WWTF #2) Rapid Infiltration Basins project under GL 425-5555-580.63-01-WW2316. Change Order No. 1 increases the purchase order by $284,800.00, resulting in a revised contract amount of $2,097,690.00. Sufficient funding is available within GL 425-5555-580.63-01-WW2316 to fund the change order.

- Budgeted amount (GL #425-5555-580.63-01-WW2316): $3,003,415
- Original PO amount: $1,812,890
- Change order increase: $284,000
- Total: $2,097,690
- Left in budget after change order: $905,725

Strategic Impact:
Objective 7.1 - Expand infrastructure to meet the needs of a growing community.

Recommendation:
City Council approve Change Order #1 to Cathcart Construction Company - Fl, LLC Purchase Order #25-01740 for Wastewater Treatment Facility 2 (WWTF#2) modifications to construct three RIBs.

Attachment(s):
1. Contractor Summary
2. Cathcart.Engineer Summary of RIBS Contractor CO 1
3. Change Order 1 AM

Prepared by: Bill Mitchell, City Engineer
Reviewed by:

Bill Mitchell, City Engineer	Approved - 8/5/2026
Andrew Marsian, Public Works and Utilities Director	Approved - 8/5/2026
Whitney Donovan, Purchasing Coordinator	Approved - 8/5/2026
Matthew Dodson, Budget Officer	Approved - 8/6/2026
Jennifer Gates, Finance Director	Approved - 8/6/2026
City Attorney, City Attorney	Approved - 8/12/2026
Jeanann Hand, City Clerk	Approved - 8/12/2026
Vince Sandersfeld, City Manager	Final Approval - 8/12/2026

Purchase Order Change Summary

Original Purchase Order (PO):	$1,812,890.00
Requested Change Order Amount:	$284,800.00
Revised Purchase Order Total:	$2,097,690

Line Item	Quantity	Unit	Cost difference	Amount
16" DIP Pipe (includes all fittings, restraints, adapters, etc.)	50	LF	$ 110.00	$ 5,500.00
16" PVC Pipe - Open Cut, MJ (includes all fittings, restraints, etc.)	3560	LF	$ 35.00	$ 124,600.00
20" HDPE DR-9 Pipe - Horizontal Directional Drill (including fittings, restraints, adapters, etc.)	1820	LF	$ 85.00	$ 154,700.00
Change Order Amount				$ 284,800.00

August 12, 2026

Andrew Marsian
Director of Utilities and Plant Operations
City of Mount Dora
401 Limit Ave
Mount Dora, Florida, 32757

RE: ***WWTF#2 MODIFICATIONS – Change Order NO. 1***

Exhibit A – Scope of Changes

Project Understanding

Cathcart construction was contracted to perform the modifications to wastewater treatment facility 2 (WWTF#2) to construct three rapid infiltration basins (RIBs), install a reject water main from the WWTF#2 to the RIBs, and make modifications to the existing piping at the WWTF#2 ground storage tank. Due to the City's plan to expand the facility to double the capacity of WWTF#2, it was requested by the City to upsize the reject water main after bidding had been completed and Council approved contract amount. Additionally, through site reviews with the contractor, the route along the golf course perimeter was revised from open cut to horizontal directional drill and reflects the change in cost. Finally, a segment of the reclaimed water main on the RIBs site was planned to be replaced was previously relocated and required additional piping to be installed to re-loop the spray field irrigation piping.

The changes reflect approximately 3,560 linear feet of 12-inch PVC to be upsized to 16-inch PVC, an additional air release valve, approximately 1,820 linear feet of the 16-inch PVC to be revised as a directionally drilled 20-inch HDPE pipe, and 50 linear feet of DIP pipe to be upsized from 12" to 16" for the WWTP above grade piping. These quantities match the quantities that were provided during bid in the bid form.

With Kimley-Horn, you should expect more and will experience better. Please contact me at 407 – 440- 1598 or Colten.Brickler@kimley-horn.com should you have any questions on this explanation of change order.

Sincerely,

Colten Brickler, P.E.
Project Manager

CITY OF MOUNT DORA

Purchasing Division

Whitney Donovan – Purchasing Manager
510 North Baker Street
Mount Dora, FL 32757
Phone: 352-735-7179
donovanw@cityofmountdora.com

CHANGE ORDER – PURCHASE ORDERS

Today's Date: August 3, 2026 Original PO Number: 25-01740

Original PO Amount: $ 1,812,890.00 Change Order Number: 01

PO issued to: Cathcart Construction Company Florida LLC
(Vendor Name)

The following change(s) are requested to the purchase order amount per the attached documentation:

+ / - line # _____ by Lump Sum (qty) @ $ 284,800.00 /unit GL #: 425-5555-580-6301

Reason for Purchase Order Change: Field adjustments – per Kimley-Horn
Add 60 days to contract

New Purchase Order Total with Change Order: $ 2,097,690.00

Cancel Entire PO: YES or NO (circle one)

The City Manager or designee shall have the authority to approve and execute all change orders and amendments and to approve price escalation/de-escalation changes, according to the terms of the particular contract providing the change does not exceed 10% (not to exceed $50,000 in total) of the latest approved contact value for the contract. Modifications to contracts greater than these amounts must be approved by City Council.

All change orders issued which modify a contract, the original and revised total cost of which exceeds 10% (not to exceed $50, 000), shall require Council approval, unless otherwise specified in the Purchasing Policy.

SIGNATURE APPROVALS

_____ Division Manager

_____ Department Head

_____ Finance Director

_____ City Manager (Not to Exceed $50,000)

_____ City Council (To Exceed $50,000)

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

DATE: **August 18, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of the Fifth Amendment to Interlocal Agreement Between Lake County, Florida with the City of Mount Dora for Library Services

Introduction:
This is a request for City Council to approve the Fifth Amendment to the Interlocal Agreement between Lake County and the City of Mount Dora for participation in the Lake County Library System.

Discussion:
The W.T. Bland Public Library has participated in the Lake County Library System since 1992 through an Interlocal Agreement with Lake County and the other participating municipal libraries. The current agreement was originally executed in 2019 and has been extended annually through four amendments, with the current term expiring on September 30, 2026. The proposed Fifth Amendment extends the agreement for one additional year through September 30, 2027.

The amendment does not modify the operational provisions of the agreement. It extends the term of the agreement for an additional 12 months and continues the County's annual $30,000 base funding allocation to each participating library for Year Eight. All other provisions of the Interlocal Agreement remain unchanged.

The Interlocal Agreement also establishes the funding formula used to reimburse participating municipalities for library services provided to county residents. For Fiscal Year 2026-2027, the City anticipates receiving approximately $288,741, consisting of the $30,000 base allocation plus its proportionate share of County funding based on library circulation.

Participation in the Lake County Library System provides substantial benefits beyond direct funding. The cooperative provides shared technology infrastructure, public computer equipment, Wi-Fi, library databases, courier services, purchasing advantages, and other centralized services that enhance library operations while reducing local operating costs. These services allow the W.T. Bland Public Library to continue providing high-quality library services to residents throughout the community.

Budget Impact:
In addition to the annual appropriation, which is budgeted to be $288,741 in 2026-27 (GL #001-0000-338.00-09), the Interlocal Agreement results in significant cost savings for the City of Mount Dora. All networked public PCs and printers are supplied, maintained and managed by the cooperative. The Library's Wi-Fi is provided by the cooperative, as are databases and access to volume discount contracts with publishers.

Strategic Impact:
Strategic Initiative #4 High Quality Services, Goal 12 - High-quality programs
Strategic Initiative #5 Fiscal Resources, Goal 13 - Alternative funding sources

Recommendation:
City Council approve the Fifth Amendment to the Interlocal Agreement between Lake County and the City of Mount Dora for participation in the Lake County Library System, extending the agreement through September 30, 2027.

Attachment(s):
1. ATTACHMENT #1 - Lake County City of Mount Dora_2019-2022 Interlocal Agreement
2. Mount Dora ILA_5th Amend_2026-2027_07.21.26

Prepared by: Cathy Lunday, Library Director
Reviewed by:

Cathy Lunday, Library Director	Approved - 7/23/2026
Matthew Dodson, Budget Officer	Approved - 7/23/2026
Jennifer Gates, Finance Director	Approved - 7/23/2026
City Attorney, City Attorney	Approved - 8/12/2026
Jeanann Hand, City Clerk	Approved - 8/12/2026
Vince Sandersfeld, City Manager	Final Approval - 8/12/2026

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF MOUNT DORA RELATING TO PROVISION OF LIBRARY SERVICES

This is an Agreement between LAKE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", by and through its Board of County Commissioners, and the City of Mount Dora, a municipal corporation pursuant to the laws of Florida, located in Lake County, Florida, hereinafter referred to as "MUNICIPALITY" or "CITY".

WITNESSETH:

WHEREAS, the COUNTY and MUNICIPALITY believe it is mutually beneficial and in the public interest to enter into an agreement which provides equal access to public library services, without charge, for all residents of Lake County; and

WHEREAS, Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Miscellaneous Programs, Section 163.01, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the state of Florida may exercise jointly with any other public agency of the state of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and

WHEREAS, both the COUNTY and the MUNICIPALITY are public agencies within the meaning of Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Section 163.01; and

WHEREAS, Chapter 166, Florida Statutes, subsection 166.021(1), authorizes the MUNICIPALITY to render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(1)(f), authorizes the COUNTY to provide libraries and cultural facilities and programs; and

WHEREAS, the COUNTY is an eligible political subdivision under Chapter 257.17, Florida Statutes, that can participate in the State Aid to Libraries Program and is designated as the single library administrative unit; and

WHEREAS, the Lake County Board of County Commissioners is designated as the governing body that coordinates the library services and programs for the public library cooperative.

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements set forth herein, the parties hereto agree as follows:

1. PURPOSE:

The COUNTY and the MUNICIPALITY enter into this Agreement for the purpose of providing unified library services without charge to residents of Lake County by participating in the cooperative operation of the Lake County Library System, a public library cooperative. In support of said purpose the COUNTY and the MUNICIPALITY endorse the overarching goal of the *State Aid to Libraries Program* which is to assist local governments in maintaining and developing vital library services, and specifically to:

A. Provide equal access to free public library services to all residents in the service areas of the participating governments.

B. Coordinate library service throughout the service areas.

C. Provide consistent plans, programs, policies, and procedures in the operation, maintenance, and development of library services throughout the service area.

2. DEFINITIONS:

A. "Annual plan of service", according to *State Aid to Libraries Guidelines,* means a document adopted or approved by the library system's governing body and submitted as part of the application for State Aid to Libraries grants that includes the goals, objectives, and activities that will be supported for the application year.

B. "Governing body" shall mean the Lake County Board of County Commissioners.

C. "Library Advisory Board" shall mean the Lake County Library Advisory Board.

D. "Lake County Library System" shall mean the entire program of free library services and resources provided for the residents of Lake County through the public library cooperative established through this Agreement and Lake County Code, Chapter 12, Article III.

E. "Local funds", according to *State Aid to Libraries Guidelines*, means funds, exclusive of any state and federal funds, that are expended centrally for the operation and maintenance of the Lake County Library System. Local funds may be COUNTY funds or municipality funds and shall be expended by the appropriate local entity. Funds which would otherwise be received by and expended by the municipality except for this agreement shall constitute the municipality's local funds.

F. "Participating Library's governing body" means the municipality that operates and supports a public library and participates in the Lake County Library System through an Interlocal agreement.

G. "Participating Library" or "Member Library" means a library which, through its governing body, has entered into an Interlocal Agreement with Lake County to provide library service, without charge, to the residents of Lake County.

H. "Public library cooperative" shall mean the Lake County Library System and, according to *State Aid to Libraries Guidelines*, means a program of public library services and resources operated or coordinated by a governing body designated by one or more participating local governments. The governing body administers or coordinates, through a single administrative head, the common services for libraries operated by those participating local governments that have agreed through interlocal or other agreements to provide library service across their combined legal service areas. The single administrative head must be employed full- time by either the cooperative's governing body or a local participating government. Interlocal or other agreements identify the authority of the governing body and the participating local governments and the libraries each supports. Residents of the combined legal service area have equal free access to all services provided by the libraries of all the participating local governments.

I. "Reciprocal Borrowing" for purposes of the State Aid to Libraries Grant Program means that all public libraries within a county that receive Operating Grants extend borrowing privileges without charge to residents of each other's service areas. Borrowing privileges must apply to all materials that are available to be borrowed by residents of the library service area receiving an Operating Grant. The reciprocal borrowing requirement only applies to a county and the independent municipal libraries within the same county that are applying for State Aid.

J. "Resident" shall mean any individual who either owns real property or resides in Lake County on a permanent or continual basis. Required evidence of residency is outlined in Lake County Policy number LCC-8, *Lake County Library System Circulation and Registration.*

K. "Service area" shall mean Lake County. Likewise, for each participating municipality, service area means the incorporated boundaries of that municipality; and in the case of the City of Leesburg, service area means the utility district.

L. "Single administrative head", according to *State Aid to Libraries Guidelines*, means the individual who is employed full-time by the Board of County Commissioners who is responsible for managing or coordinating the Lake County Library System.

M. "Single library administrative unit" means Lake County and, according to *State Aid to Libraries Guidelines*, means an eligible political subdivision under Section 257.17, *Florida*

Statutes, designated by a county to be responsible for managing or coordinating free library service to its residents.

N. "State Aid to Libraries Grants Program", according to *State Aid to Libraries Guidelines,* means a continuing state grant authorized by Chapter 257, *Florida Statutes*, for eligible library entities.

O. *"State Aid to Libraries Guidelines",* means the publication which specifies mandatory requirements for eligibility in the State Aid to Libraries Grants Program.

P. "Total Circulation" for the purposes of this Interlocal Agreement shall mean the sum of all items circulated by the MUNICIPALITY to library patrons and all items circulated by the MUNICIPALITY to another Lake County Library System library in a fiscal year, based on circulation reports generated by the library automation system.

3. TERM:

This Agreement shall be in effect for a period beginning October 1, 2019, and ending on September 30, 2022, unless terminated earlier in accordance with the provisions of the Agreement.

4. TERMINATION:

Either party may terminate the Agreement without cause by giving the other party sixty (60) days advance written notice.

5. ADDITION OF NEW MEMBERS:

A library may become a member of the Lake County Library System by meeting the criteria and following the guidelines outlined in Lake County Policy number LCC-7, *Lake County Library System Guidelines and Minimum Standards for Public Libraries Entering the County Library System* and by obtaining approval of the Board of County Commissioners.

6. LAKE COUNTY LIBRARY SYSTEM GOVERNING BODY:

The Board of County Commissioners is designated as the governing body of the Lake County Library System, a public library cooperative, to administer or coordinate the library services and programs of the Lake County Library System. According to *State Aid to Libraries Guidelines,* this involves policy-making, planning, budgeting, and employing the single administrative head of the library system and entering into contracts on behalf of the library system.

7. LIBRARY ADVISORY BOARD:

A. There shall be a Library Advisory Board, whose responsibilities shall be to:

(1) Study and make recommendations to the Board of County Commissioners regarding the coordination and development of the Lake County Library System. This shall include recommending countywide policies, long range plans and annual plans of service and shall be accomplished in cooperation with the participating library directors and the single administrative head; and

(2) Make recommendations regarding the COUNTY's budget for the countywide library system, the proportionate shares of all COUNTY funds to be allocated to the participating libraries, and the method of distribution of those funds.

B. The members of the Lake County Library Advisory Board shall be appointed by the Board of County Commissioners. Five (5) members shall be appointed with one (1) from each commission district. Such appointments shall be based on recommendations by the Lake County Library Advisory Board. However, the Lake County Board of Commissioners shall not be bound by such recommendations. In addition, the City shall have one (1) member on the Lake County Library Advisory Board who shall be designated by its City Council. Upon designation, the City member shall be appointed by the Board of County Commissioners. Each member shall be appointed for a term of four (4) years. The Board of County Commissioners may also appoint an alternate member who shall serve in the case of the appointed member's absence. The terms and manner of appointment of such alternate members shall be the same as that of the member whom he/she is representing as an alternate. Alternate members may attend Library Advisory Board meetings and shall have voting authority only if filling in as an alternate for an absent board member.

An appointment to fill any vacancy on the Library Advisory Board shall be for the remainder of the unexpired term of office. If the City appointment fails to attend three (3) consecutive regular meetings, the Library Advisory Board may recommend that the Board of County Commissioners or the Municipality declare the member's office vacant. The Board of County Commissioners or Municipality shall fill such vacancy as set forth herein.

The subsequent addition of participating libraries shall result in the addition of one seat per additional participating library on the Library Advisory Board and such seat shall be filled as set forth herein.

C. Terms of appointment and composition of the Library Advisory Board are further

described in *Lake County Code, Chapter 12, Article III.*

8. OWNERSHIP AND DISPOSITION OF PROPERTY, MATERIALS AND EQUIPMENT:

A. MUNICIPALITY shall own:

(1) Library materials, equipment, and other goods purchased by the COUNTY for and placed in the participating library using MUNICIPALITY, COUNTY or State Aid Operating grant funds, regardless of value, except for those described in Section 8. B.

(2) Library materials, equipment and other goods purchased from federal Library Services and Construction Act (LSCA) and Library Services and Technology Act (LSTA) grant funds administered by the COUNTY, if purchased for the MUNICIPALITY, with a value less than $1,000.00 at the time of purchase, except for those described in Section 8(B).

(3) All items purchased using the MUNICIPALITY's local funds.

(4) All items purchased by the MUNICIPALITY and reimbursed by Library Impact Fee funds, unless otherwise specified in a separate agreement.

B. COUNTY shall own:

(1) Items purchased by the COUNTY, using COUNTY, state, or federal funds, as a part of the COUNTY's networked library computer and telecommunications systems, regardless of item location or placement. Items shall include, but may not be limited to, hardware, software, and licenses.

(2) Equipment purchased from federal Library Services and Construction Act (LSCA) and Library Services and Technology Act (LSTA) grant funds administered by the COUNTY with a value in excess of $1,000.00 at the time of purchase.

(3) All items purchased for the single administrative unit using the COUNTY's local funds, or State Aid Operating and federal grant funds.

(4) All items purchased by the COUNTY using Library Impact Fee funds, unless otherwise specified in separate agreement.

C. The COUNTY, in consultation with the participating library director, may remove, relocate, or replace COUNTY owned equipment located at the MUNICIPALITY's participating library as deemed necessary or advantageous to the Lake County Library System.

9. LOCAL AUTHORITY:

The MUNICIPALITY and the COUNTY shall remain autonomous and each shall retain control of its facilities, operations, functions, and local funds. For example:

A. Each shall determine the level of library service for its community to be incorporated in the long-range plan of service.

B. All authority with respect to MUNICIPALITY funding of library programs and services or expenditures from the MUNICIPALITY revenues and sources shall lie solely with the MUNICIPALITY. All authority with respect to COUNTY funding of library programs and services or expenditures from the COUNTY revenues and sources shall lie solely with the COUNTY.

C. Trust funds, individual gifts or donations made to a library shall remain the property of the governmental entity to which they were given.

D. The MUNICIPALITY's library facility shall remain the property of the MUNICIPALITY, and the COUNTY's facilities shall remain the property of the COUNTY. Operations, maintenance and repairs shall be affected through operating budgets from appropriations allocated by the owning entity. Maintenance, modification, sale or lease of real property shall be the responsibility of the owning entity.

E. All paid staff, of the MUNICIPALITY's participating library, shall remain employees of the MUNICIPALITY, and all paid COUNTY library staff shall remain employees of the COUNTY. Each shall retain all rights, responsibilities and powers associated with employment of staff.

10. SINGLE ADMINISTRATIVE HEAD:

A. According to established COUNTY policies and procedures, the Board of County Commissioners is responsible for hiring the single administrative head, who shall be employed full-time, and shall be under the supervision of the County Manager or designee. The single administrative head shall be the head of the Lake County Library System, a public library cooperative, and according to *State Aid for Libraries Guidelines* shall have completed a library education program accredited by the American Library Association and shall have had at least two years of successful, full-time paid professional experience, after completing the library education program, in a public library that is open to the public at least forty (40) hours a week. The Board of County Commissioners may establish additional qualifications for the single administrative

head and shall set positions, salary structure and benefits.

B. According to *State Aid for Libraries Guidelines*, the single administrative head shall be responsible for the overall management or coordination of the library system within the framework established by this Interlocal or other agreements, plans, policies, and budgets. Responsibility for managing or coordinating the following activities may not be delegated through Interlocal or other agreements:

(1) Development of a single long-range plan for all library outlets;

(2) Development of a single annual plan of service;

(3) Development of a Lake County Library System budget;

(4) Implementation of the long-range plan, an annual plan of service and the budget;

(5) Preparing reports on behalf of the library system; and

(6) Expending all State Aid to Libraries grants.

11. LONG RANGE PLAN FOR LIBRARY SERVICE, ANNUAL PLAN OF SERVICE AND COMBINED BUDGET:

A. According to *State Aid to Libraries Guidelines*, in order to be eligible to receive a State Aid to Libraries Grant, the Lake County Library System shall have on file with the State Library a current copy of the following:

(1) A long-range plan adopted or approved by the library system's governing body outlining the library system's operation and development over a three to five-year period;

(2) A current annual plan of service adopted by the library system's governing body and submitted as part of the application for State Aid to Libraries grants that includes the goals, objectives, and activities that will be supported for the application year; and

(3) A combined budget for the current year adopted by the library system's governing body.

B. The single administrative head shall develop and implement a long-range plan for the operation and development of county-wide library service. The long-range plan shall be developed in cooperation with the Library Advisory Board, the governing bodies of the participating libraries, the directors of the participating libraries and the Board of County Commissioners. The single administrative head and the participating library directors shall serve

as support staff. The Board of County Commissioners shall adopt the long-range plan at a public hearing. Prior to adopting the long-range plan, the Library Advisory Board shall review and make recommendations to the Board of County Commissioners. The Board of County Commissioners shall consider these recommendations but shall not be bound thereby. The plan shall be reviewed and updated yearly through the development of an annual plan of service.

C. The annual plan of service will be based on the long-range plan of service and the combined budget; and will be developed by the single administrative head in cooperation with participating library directors, and the Library Advisory Board. In adopting the annual plan of service, the Board of County Commissioners shall consider the recommendations of the Library Advisory Board but shall not be bound thereby.

D. There shall be a combined budget for library service to the residents of Lake County. The budget shall be developed along a fiscal year ending on September 30 of each year. Upon adoption by the MUNICIPALITY, the MUNICIPALITY shall present its line item budget for library services to the single administrative head for inclusion in the combined budget. The combined budget shall include and take into account funds allocated by participating governing bodies, aid received from state and federal sources, and all other revenues received to provide library services. The combined budget shall be adopted by the Board of County Commissioners. The combined budget shall not include funds to be expended for the purchase or construction of a library building.

E. In accordance with *State Aid to Libraries Guidelines*, the COUNTY and the MUNICIPALITY agree to spend funds in accordance with the Lake County Library System's long-range plan, annual plan of service, and budget for those funds that the Lake County Library System will report on a State Aid application as having been expended centrally.

12. FISCAL RESPONSIBILITY:

The COUNTY shall procure an independent audit annually of all funds administered by the single administrative head. The audit shall be prepared and presented to the MUNICIPALITY and to the State Library of Florida within thirty (30) days following acceptance of the audit by the COUNTY.

The MUNICIPALITY shall provide a copy of its audit for each fiscal year to the COUNTY and the single administrative head within thirty (30) days following acceptance of the audit by the MUNICIPALITY. By August 1 of each year, the MUNICIPALITY shall submit to the COUNTY

a completed *Certification of Local Operating Expenditures* form, Attachment A, accompanied by a supporting general ledger that details line item expenditures for library operations for the preceding fiscal year, which shall be used to support the Lake County Library System's application for a State Aid Operating grant and the appropriation of COUNTY funds for the MUNICIPALITY.

13. APPROPRIATION OF COUNTY FUNDS FOR MUNICIPALITY:

A. The COUNTY shall allocate a base amount of fifteen thousand dollars ($15,000) per year to the MUNICIPALITY to assist with funding of programs and services at its participating library. In addition to the annual base amount, the COUNTY shall distribute to the MUNICIPALITY its share of the total amount to be appropriated to all member libraries that year, less the total of the base amounts to all of the member libraries, based on the MUNICIPALITY's total circulation for the fiscal year prior to the previous fiscal year. Therefore, the total amount to be appropriated to the MUNICIPALITY for provision of countywide library services shall be the base amount, plus the proportionate share of the net total appropriation. This distribution shall be calculated as follows:

- Total amount appropriated to the MUNICIPALITY
- Base amount
- The MUNICIPALITY's percentage share of all member libraries' total circulation for fiscal year prior to previous fiscal year
- Total Appropriation to all member libraries for current fiscal year
- Number of member libraries $a = b + c * [d - (b * e)]$

B. In consideration of these allocations the MUNICIPALITY:

(1) Shall provide library services to all residents of the COUNTY;

(2) Shall use COUNTY funds to enhance current library services provided by its participating library;

(3) Shall make its best effort to maintain or exceed the current level of its local operating funds for the library budget;

(4) Shall not use COUNTY funds annually allocated to the MUNICIPALITY for the purchase or construction of a library building.

(5) Shall enter and maintain accurate patron records on the Lake County patron database.

C. It is the intent of the parties that the distribution of COUNTY funds to the various

participating libraries be made on a fair and equitable basis. Accordingly, the formula for disbursing COUNTY funds to participating libraries set forth in Section 13(A) above may be changed only upon the approval of all of the participating libraries' governing bodies and the Board of County Commissioners.

D. The COUNTY shall make its best effort to maintain or exceed the current level of its total appropriation to all participating libraries; however, the COUNTY may propose an increase or decrease based on current financial circumstances or changes in library services. The COUNTY shall not decrease the total appropriation to all participating libraries unless it gives four (4) months advance notice to the participating libraries and their governing bodies of its intent to reduce said funding levels.

E. When a MUNICIPALITY requests to join the Lake County Library System, the municipality shall receive a graduated payment for year one and year two, with a full payment in year three, as follows:

- Year One: Base Amount of $15,000.
- Year Two: Base Amount of $15,000 plus an additional $15,000 for intra-library loans to other Lake County Libraries.
- Year Three: Funding formula as identified in Section 13(A) above.

14. CENTRALIZED SERVICES:

The COUNTY shall provide the following centralized services to the MUNICIPALITY's participating library:

A. Courier service to route materials and equipment among libraries;

B. Intra-library loan services;

C. Centralized cataloging of library materials, maintenance and oversight of the bibliographic database;

D. Purchasing from State Aid Operating grant funds and Library Services and Technology Act grant funds for the benefit of the Lake County Library System;

E. Networked telecommunications and computer systems services as described in Section 15;

F. Coordination and/or funding of other centralized services where feasible such as, but not limited to, subscriptions to digital resources and other formats;

G. Coordination of youth and adult programming and literacy services.

15. NETWORKED SYSTEMS:

A. The COUNTY shall provide and maintain networked library automation and telecommunications systems. The COUNTY shall be responsible for providing systems hardware, software, maintenance, technical support, monitoring, installation, and services. The COUNTY shall further enhance or add networked systems in accordance with the goals and objectives of the long-range plan and annual plan of service and based on availability of funds.

B. The COUNTY shall pay maintenance costs for all equipment attached to the COUNTY's networked systems and purchased with COUNTY, state or federal funds, and Library Impact Fees awarded to COUNTY, except as outlined in Section 15(D)(1).

C. The COUNTY shall provide staff to perform networked systems administration which shall include: technology planning, training, preventative maintenance, systems monitoring, trouble-shooting, running of required backups, resolution of systems problems, monitoring of system needs, running and creating statistical reports, insuring systems security, procurement of equipment, development and maintenance of Lake County Library System web pages, development of participating library web pages upon request, maintenance of staff e-mail accounts, acting as a liaison with network vendors, installation of peripheral equipment and devices, and technology grants application and administration. Assigned COUNTY staff shall be available to perform the above during library operating hours in a reasonable amount of time and shall have the authority to prioritize requests for assistance.

D. Networked library systems shall be provided by the COUNTY to the MUNICIPALITY at no cost to the MUNICIPALITY except as specified below:

(1) The MUNICIPALITY reserves the right to expand, at its own expense, the COUNTY's networked systems at its participating library to levels exceeding those provided by the COUNTY in consultation with the single administrative head and provided said expansion meets the COUNTY specifications. At the request of the participating library, such equipment may be paid for with State Aid funds, if available, at the discretion of the COUNTY. The MUNICIPALITY shall be responsible for associated costs including, but not limited to, maintenance, licenses, installation, and software of any non-COUNTY owned equipment. The COUNTY may provide technical support where feasible.

(2) The MUNICIPALITY shall, at its own expense, provide proper electrical

and data wiring of its participating library facility, according to specifications provided by the COUNTY, to insure proper operation of the networked systems. At the request of the participating library, necessary wiring expenses may be paid by the COUNTY with State Aid funds, if available, at the COUNTY's discretion.

(3) The MUNICIPALITY shall, at its own expense, make available at its participating library any telecommunications lines necessary to the operation and maintenance of any networked library computer systems. The MUNICIPALITY shall cover costs of associated installation, maintenance and monthly telecommunications charges.

(4) The MUNICIPALITY shall, at its own expense, provide supplies at its participating library that are pertinent to the operation of the networked systems such as printer paper, printer ink cartridges and drums, item barcodes, etc. Patron cards and patron registration forms shall be provided by the COUNTY to the MUNICIPALITY at no charge. The COUNTY may choose to provide other automation supply items to the MUNICIPALITY at no charge.

E. The MUNICIPALITY shall participate in the centralized cataloging program and adhere to County procedures to ensure the integrity of the combined bibliographic database.

F. Neither the MUNICIPALITY nor its participating library shall attach equipment or software to any COUNTY networked system without prior written approval from the single administrative head or designee; or remove equipment or software purchased by the COUNTY and placed at the participating library as part of any COUNTY networked system without prior written approval from the single administrative head or designee. Any physical attachment to or removal from a COUNTY networked system shall be performed by the COUNTY or a vendor authorized or recommended by the COUNTY.

G. Should the COUNTY cancel this Agreement for any reason other than the MUNICIPALITY's failure to comply with the terms of this Agreement, the COUNTY, at its own expense and at the request of the MUNICIPALITY, shall make provision for the continuation of the COUNTY's library automation network as installed at the MUNICIPALITY's participating library at the operational level existing at the time of the termination of the Agreement for a period not to exceed two (2) years. Should the MUNICIPALITY not request continuation of the COUNTY's networked systems, the COUNTY shall be responsible for all costs associated with

removal of the COUNTY's networked systems from the MUNICIPALITY's library, including obtaining a copy of the MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. Upon separate mutual written agreement between the MUNICIPALITY and the COUNTY, the COUNTY may continue to operate and maintain networked systems for the MUNICIPALITY's participating library beyond the two (2) year period.

H. Should the MUNICIPALITY cancel this Agreement for any reason other than the COUNTY's failure to comply with the terms of this Agreement, the MUNICIPALITY shall be responsible for all costs associated with removal of the COUNTY's networked systems from the MUNICIPALITY's library. The MUNICIPALITY shall also be responsible for all costs associated with obtaining a copy of the MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. The COUNTY shall be obligated, at the MUNICIPALITY's request, to continue operation and maintenance of the COUNTY's networked systems for a period of up to one (1) year and the MUNICIPALITY shall be obligated to pay associated operating and maintenance costs to the COUNTY. Upon mutual written agreement between the MUNICIPALITY and the COUNTY, the COUNTY may continue to operate and maintain networked systems for the MUNICIPALITY's participating library beyond the one (1) year period.

I. Should this Agreement terminate through expiration, the COUNTY, if requested by the MUNICIPALITY, shall make provision for the continuation of the COUNTY's library automation network as installed at the MUNICIPALITY's participating library at the operational level existing at the time of the expiration of the Agreement for a period not to exceed one (1) year during which the MUNICIPALITY will pay associated operating and maintenance costs for the one (1) year period. Should the MUNICIPALITY not request continuation of the COUNTY's networked systems, the MUNICIPALITY shall be responsible for all costs associated with removal of the COUNTY's networked systems from the MUNICIPALITY's library, including the costs of obtaining a copy of the MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. In the event that negotiations are ongoing prior to the expiration of the Agreement, the MUNICIPALITY shall be exempt from obligated costs during a negotiation period not to exceed one hundred twenty (120) days after expiration.

16. REPORTING:

The MUNICIPALITY and its participating library shall submit, by deadlines established through an agreement, policy or procedure, all reports, documentation, and information required for inclusion in any reports, or documents required to maintain State Aid eligibility. The COUNTY shall file, by deadlines established in *State Aid to Libraries Guidelines*, all reports and documents required to maintain State Aid eligibility.

17. SYSTEM WIDE POLICIES:

A. The single administrative head, in consultation with the directors of the participating libraries, shall develop and recommend system wide policies that will provide consistency for library patrons and staff. The policies shall be developed in cooperation with the Library Advisory Board, the governing bodies of the participating libraries, and the Board of County Commissioners.

B. The Library Advisory Board shall recommend system wide library policies to the Board of County Commissioners upon a two thirds majority vote of its members. The MUNICIPALITY's representative shall represent the MUNICIPALITY's direction in recommendation of policies. In adopting policies, the Board of County Commissioners shall consider the recommendations of the Library Advisory Board but shall not be bound thereby. System wide policies shall be transmitted to all member library governing bodies for consideration and/or action at least thirty (30) days before consideration by the Board of County Commissioners.

C. The COUNTY and MUNICIPALITY shall abide by system wide policies to the extent they do not conflict with County and City Ordinances, policies or procedures.

18. RECIPROCAL BORROWING:

The COUNTY has previously existing agreements authorizing reciprocal borrowing with Seminole, Volusia, and Marion counties, and with Lake-Sumter State College. Additional reciprocal borrowing agreements may be entered into by the COUNTY on behalf of the Lake County Library System upon the written approval of the Board of County Commissioners and all participating library governing bodies.

19. ADDITIONAL RESPONSIBILITIES OF COUNTY AND MEMBER LIBRARY GOVERNING BODIES:

A. The COUNTY and the MUNICIPALITY shall abide by all State and Federal laws, and specifically those relating to the provision of library services.

B. The COUNTY shall refrain from using State Aid Operating grant funds, except in

the case of a severe funding shortage and only upon the consent of the COUNTY and all participating MUNICIPALITIES, as a means to replace COUNTY allocations for library services.

20. INDEMNIFICATION:

Subject to the provisions of Section 768.28, *Florida Statutes*, the MUNICIPALITY agrees to indemnify and hold the COUNTY harmless to the extent allowed for by Florida law, and the COUNTY agrees to indemnify and hold the MUNICIPALITY harmless to the extent allowed for by Florida law, from and against any actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death arising out of this Agreement and caused by the negligent or wrongful act or omission of any employee under circumstances in which the MUNICIPALITY and the COUNTY, if a private person, would be liable to the claimant, in accordance with the general laws of the state of Florida.

This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement to the extent allowed for by Florida law. Nothing contained herein shall be construed as an admission of liability on the part of either party.

The full execution of this Agreement shall obligate the COUNTY and the MUNICIPALITY to comply with this indemnification. This indemnification shall not act or be interpreted as a waiver of either party's sovereign immunity pursuant to Section 768.28, Florida Statutes.

21. INSURANCE:

The COUNTY shall provide, pay for, and maintain in force at all times during this Agreement, insurance to cover the COUNTY's buildings, contents, vehicles, networked systems, workers' compensation, general liability, and any other insurance required by law.

The MUNICIPALITY shall provide, pay for, and maintain in force at all times during this Agreement, insurance to cover the MUNICIPALITY's participating library including buildings, contents, equipment owned by the MUNICIPALITY, vehicles, workers' compensation, general liability, and any other insurance required by law.

22. MEDIATION/LEGAL FEES /JURY TRIAL WAIVER:

In the event that any dispute arises between the MUNICIPALITY and the COUNTY with respect to the rights or responsibilities of the MUNICIPALITY or the COUNTY under the Agreement, that dispute shall be mediated by a library professional chosen by the State Librarian

from the State Library consultant staff. The mediation shall not be binding, and if agreement cannot be reached, the aggrieved party(s) may pursue legal recourse as allowed by law.

Should litigation arise under this Interlocal Agreement, each party agrees to waive any right to trial by jury.

23. MODIFICATION:

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.

24. NOTICES:

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY	MUNICIPALITY
County Manager	City Manager
Lake County Administration Building 315 West Main Street, Suite 308	510 N. Baker Street
P.O. Box 7800	Mount Dora, FL 32757
Tavares, FL 32778-7800	

cc: Director of the Office of Library Services
P.O. Box 7800
Tavares, FL 32778-7800

B. All Notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered; or if sent by mail, the date of the postmark; or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notices shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

25. ENTIRE AGREEMENT:

This Agreement embodies the entire agreement between the parties. It may not be modified

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY, through its Board of County Commissioners, signing by and through its Chair, and MUNICIPALITY, by its duly authorized representative.

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY
COMMISSIONERS

Gary J. Cooney, Clerk of the
Board of County Commissioners of Lake
County, Florida

Leslie Campione, Chairman

This 10th day of September, 2019.

Approved as to form and legality:

Melanie Marsh
County Attorney

ATTEST:

Gwen Johns, City Clerk

MUNICIPALITY

Nick Girone, as Mayor
City of Mount Dora

This 18th day of July, 2019.

Approved as to form and legality:

Sherry Sutphen, City Attorney

ATTACHMENT A

CERTIFICATION OF LOCAL OPERATING EXPENDITURES
FISCAL YEAR _____

The _____,
(name of library governing body)

governing body for the_____,
(name of Lake County Library System Member Library)

hereby certifies that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, _____, and ending September 30, _____ for the operation and maintenance of a library under the conditions outlined in Chapter 257, Florida Statutes, Lake County Library System's Long Range Plan and Annual Plan of Service and Budget, and the Interlocal Agreement Relating to Provision of Library Services.

We further certify that the amount listed below does not include any of the following:

- Funds received from the federal government
- Funds received from the state government
- Funds used for purchase or construction of a library building or library quarters

Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, Florida Statutes, and guidelines for the State Aid to Libraries Grant program.

We further certify that the amount listed below:
(check one)
___ does include funds received from the Lake County Board of County Commissioners.
___ does not include funds received from the Lake County Board of County Commissioners.

(check one)
___ has been audited by an external auditor.
___ has been reviewed by an independent auditor.
___ has been compiled into financial statement format by an independent auditor.

Also, a copy of the report of the independent auditor:
(check one)
___ has been provided to the Lake County Board of County Commissioners.
___ is enclosed.

A copy of the supporting general ledger with detail line item expenditures for library operations is required to be submitted to the Lake County Board of County Commissioners for all libraries.

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, _____ and September 30, _____.

$_____

Signature

_____ _____
Chief Financial Officer Date

Please type name and official title here:

_____

This certification is to be completed and mailed by **August 1,**_____ to: Library Services Director, Lake County Library System, P.O. Box 7800, Tavares, FL 34778-7800.

FIFTH AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND THE CITY OF MOUNT DORA
RELATING TO THE PROVISION OF LIBRARY SERVICES

This is the Fifth Amendment to the Interlocal Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County", by and through its Board of County Commissioners, and the City of Mount Dora, a municipal corporation pursuant to the Laws of Florida, hereinafter referred to as "Municipality," by and through its City Council.

WITNESSETH:

WHEREAS, on September 10, 2019, County entered into an Interlocal Agreement with Municipality for the purpose of providing unified library services to the residents of Lake County through participation in the Lake County Library System public library cooperative (the "Agreement"); and

WHEREAS, on September 13, 2022, County and Municipality entered into an extension of the Agreement for an additional 12-month period expiring on September 30, 2023 (First Amendment); and

WHEREAS, on September 12, 2023, County and Municipality entered into a second extension of the Agreement for an additional 12-month period expiring on September 30, 2024 (Second Amendment); and

WHEREAS, on September 24, 2024, County and Municipality entered into a third extension of the Agreement for an additional 12-month period expiring on September 30, 2025 (Third Amendment); and

WHEREAS, on September 9, 2025, County and Municipality entered into a fourth extension of the Agreement for an additional 12-month period expiring on September 30, 2026 (Fourth Amendment); and

WHEREAS, the parties now want to extend the Agreement for a fifth, additional 12-month period expiring on September 30, 2027 (Fifth Amendment); and

WHEREAS, executing this Fifth Amendment is in the best interests of the parties and the residents of Lake County.

NOW, THEREFORE, the parties agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Fifth Amendment upon adoption hereof.

2. **Amendment.** The Agreement, as previously amended, is hereby amended as follows:

A. **Section 3, *Term,*** is hereby amended to allow for an additional 12-month period and terminating on September 30, 2027, and is hereby amended as follows:

This Agreement shall be in effect for a period beginning October 1, 2019, and ending on ~~September 30, 2026~~ September 30, 2027, unless terminated earlier in accordance with the provisions of the Agreement.

B. Section 13, Paragraph (E), *Appropriation of County Funds for Municipality*, is hereby amended to provide funding for the additional "Year Eight" created by the 12-month extension of the Term under this Fifth Amendment and is hereby amended to add:

Year Eight: The COUNTY shall allocate a base amount of thirty thousand dollars ($30,000) to assist with funding of programs and services at its participating library.

3. Effect of Amendment. All other provisions of the Agreement will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Fifth Amendment conflicts with the Agreement, this Fifth Amendment will govern.

IN WITNESS WHEREOF, the parties have signed this Fifth Amendment through their authorized representatives on the dates under each signature.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

_____
Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

MUNICIPALITY

CITY OF MOUNT DORA, FLORIDA

_____
James Homich, Mayor

This ____ day of _____, 2026.

ATTEST:

_____
Jeanann Hand, FCRM, City Clerk

Approved as to form and legality:

_____
Patrick Brackins, City Attorney

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

DATE: **August 18, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of the Purchase of Underground Cable and Task Authorization for Distribution Circuit M599

Introduction:
This is a request for City Council to approve the purchase of approximately 19,800 feet of underground electric cable from GRESCO Utility Supply, Inc., for $185,130 and Task Authorization with HDD of Florida LLC for $157,233.48 to construct the ductline for Distribution Circuit M599.

Discussion:
Distribution Circuit M599 will add capacity, operational flexibility, and reliability in the northern portion of the City's electric service area.

AWARD AND PURCHASE OF UNDERGROUND CABLE
The City Electric Utility maintains approximately 68 miles of overhead and underground distribution facilities. Circuit M599 will add approximately one mile of underground infrastructure and install just over 16,000 feet of cable, improving backup capability and capacity for growth.

ITB No. 26-EL-019 was publicly advertised and competitively solicited through DemandStar and the Advanced Utility Resource and Supply Inventory system. GRESCO Utility Supply, Inc., submitted the lowest responsive and responsible bid of $185,130 for approximately 19,800 feet of 750 kcmil aluminum 15-kV underground cable (Attachments 1 and 2).

Although just over 16,000 feet will be installed for Circuit M599, the balance will replenish inventory maintained for system maintenance and emergency restoration.

UNDERGROUND DUCTLINE INSTALLATION
HDD of Florida LLC will perform the trenching, horizontal directional drilling, conduit installation, and restoration. City Electric Utility staff will then install the cable and complete the electrical construction.

On December 2, 2025, City Council awarded ITB No. 25-EL-026 for Underground Utility Construction Services. Task Authorization in the not-to-exceed amount of $157,233.48, provides the ductline work for Circuit M599 and is scheduled for September 21 through October 9, 2026.

Pursuant to Section 3.9-2 of the City Purchasing Policy, utility material purchase orders exceeding $100,000 require City Council approval.

Budget Impact:
The total authorization is $342,363.48: $185,130 for cable and $157,233.48 for ductline installation. Funding is available in the FY 2025-26 Electric Utility Capital Improvement Program budget using GL 415-5555-580.63-01-EL2503, Commercial Underground - Donnelly Street.

Strategic Impact:
Strategic Initiative 4 - Provide High-Quality Services: Goal 10 - Ensure a safe and reliable electric and water supply and protect the environment and public through proper wastewater and stormwater management.

Recommendation:
City Council approve the award of ITB No. 26-EL-019 and authorize the purchase of approximately 19,800 feet of underground electric cable from GRESCO Utility Supply, Inc., for $185,130; approve Task Authorization with HDD of Florida LLC for Distribution Circuit M599 in an amount not to exceed $157,233.48, for a total authorization of $342,363.48; and authorize the Mayor to sign and execute the Task Authorization on behalf of the City Council.

Attachment(s):
1. Attachment 1 Notice of Intent to Award ITB 26-EL-019
2. Attachment 2 Bid Results
3. Task Authorization #1 HDD M599 8_12_26 (002)

Prepared by: Tyric McCadney
Reviewed by:

Wayne Zimmerman, Deputy Electric Utility Director	Approved - 8/12/2026
Steve Langley, Assistant City Manager-Electric Utility Director	Approved - 8/12/2026
Whitney Donovan, Purchasing Coordinator	Approved - 8/12/2026
Matthew Dodson, Budget Officer	Approved - 8/12/2026
Jennifer Gates, Finance Director	Approved - 8/12/2026
City Attorney,	Approved - 8/12/2026
Jeanann Hand, City Clerk	Approved - 8/12/2026
Vince Sandersfeld, City Manager	Final Approval - 8/12/2026

CITY OF MOUNT DORA

Purchasing Division

Whitney Donovan
Purchasing Coordinator
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176 Ext. 1211
E-mail: donovanw@mountdora.gov

Date: July 30, 2026

To: All Bidders

Re: NOTICE OF INTENT TO AWARD: ITB #26-EL-019 – Purchase of M599 Electric Cable

This letter serves as notification that City staff intends to recommend award of **ITB #26-EL-019 – Purchase of M599 Electric Cable** to **GRESCO Utility Supply, Inc.**, as the lowest responsive and responsible bidder, subject to approval by the Mount Dora City Council.

ITB #26-EL-019 was publicly advertised on June 29, 2026, and competitively solicited through DemandStar and the Advanced Utility Resource and Supply Inventory (AURSI) electronic procurement system. Bids were publicly opened on July 28, 2026.

GRESCO Utility Supply, Inc. was determined to be the lowest responsive and responsible bidder meeting the requirements of the solicitation. Staff will recommend that the Mount Dora City Council approve the award and authorize the purchase of approximately 19,800 feet of 750 kcmil aluminum 15-kV underground cable in the amount of **$185,130.00**.

The responsive and responsible bids received were:

#1 – GRESCO Utility Supply, Inc. – $185,130.00
#2 – Wesco Distribution – $213,995.25

The recommended award will be presented to the Mount Dora City Council for consideration at its **August 18, 2026** meeting. If approved by the City Council, the City will issue a purchase order to GRESCO Utility Supply, Inc. following Council action.

If you have any questions regarding the procurement procedures, please contact me at **352-735-7176** or via e-mail at **finance-purchasing@cityofmountdora.com**.

We appreciate your interest in doing business with the City of Mount Dora and look forward to your participation in future procurement opportunities.

Regards,

Whitney Donovan
Purchasing Coordinator

ATTACHMENT #2

City of Mt Dora - Electric, FL

View

Event # ITB-1-6/29/2026-SV

Creation Date 6/29/2026

Due Date-Time 7/28/2026-02:00 PM EST

Description Formal Solicitation requiring completion of bid packet via Demand Star website. Specification sheets can be submitted with the bid packet via Demand Star. Demand Star: ITB NO. 26-EL-019 "Purchase of M599 Electric Cable".

Event Notes

LineNo	ItemID	Description	Qty	UOM	Alt	Notes
1	280-080-00016	CABLE: ALUM 750 KCM 1C 15KV TRXL	15503	Foot	No	

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
15503	7.38000	114412.14000	280	Tri-State Utility Products - Havana, FL	Southwire	Order per Mount Dora Spec	QUOTING "LS CABLE" - U15ATL-75FB-1CZ-RQB-Z
19800	9.35000	185130.00000	182	GRESCO - Wildwood, FL	General Cable	Order per Mount Dora Spec	Supplied as 9 reels @ 1,200 feet and 6 reels @ 1,500 feet. Reel dimensions shall not exceed 70X35 as per Addendum 1 of the formal solicitation.
15503	11.84500	183633.03500	455	Stuart C. Irby - Lake Mary, FL	Okonite	Order per Mount Dora Spec	Quoting 5 x 3000ft reels 78" X 48" X 42" 1 reel at 503ft - 50" X 32" X 24" Pricing subject to adjustment at time of shipment. Tolerance is -03% / +03%
15750	13.58700	213995.25000	126	WESCO - Orlando, FL	Hendrix	Order per Mount Dora Spec	*MTO/NCNR-SUBJECT TO +/- 10% TOLERANCE AND METALS ESCALATIONS AT THE TIME OF SHIPMENT*
15503	39.94510	619268.88530	259	Border States - Tampa, FL	Southwire	Order per Mount Dora Spec	Quote expires: 8/4/26. Price is adjustable based on Aluminum at: $252.00/CWT and Copper at $631.00/CWT will be subject to escalation/de-escalation at the time of shipment. Tolerance +/-10%. See spec sheet.

SuppName	T&C Comments
American Safety	No bid, thanks for the opportunity

No attached boiler plates.

Tabulation Sheet

Agency Name City of Mount Dora - Purchasing Division

Bid Number ITB-ITB 26-UT-019-0-2026/WD

Bid Name Purchase of M599 Electric Cable

Bid Due Date 07/28/2026 14:00:00 Eastern

Bid Opening **Closed**

3 responses found.

✓ online, offline, not submitting, not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1 .	Gresco Utility Supply, Inc.	07/28/2026 12:54:29 Eastern	6421 CR 219, Wildwood, FL, 34785	$185130.0000	0.0000		Solicitation Response Pricing Form Required Forms	✓ ✓ ✓
2 .	Pulsemac Solutions	07/28/2026 13:05:45 Eastern	11809 Warfield St, San Antonio, TX, 78210	$392837.0000	0.0000		Solicitation Response Pricing Form Required Forms	✓ ✓ ✓
3 .	WESCO DISTRIBUTION	07/28/2026 13:00:12 Eastern	19800 S. Obrien Rd, 102, Groveland, FL, 34736	$213995.2500	0.0000		Solicitation Response Pricing Form Required Forms	✓ ✓

City of Mt Dora - Electric, FL

View

Event # ITB-1-6/29/2026-SV

Creation Date 6/29/2026

Due Date-Time 7/28/2026-02:00 PM EST

Description Formal Solicitation requiring completion of bid packet via Demand Star website. Specification sheets can be submitted with the bid packet via Demand Star. Demand Star: ITB NO. 26-EL-019 "Purchase of M599 Electric Cable".

Event Notes

Award Notes

Selection Basis/Notes -

"LS CABLE" was not accepted, nor was not on the approved list of manufacturers at this time.

Lowest Price, Correct Item: Line 1
Also note: Vendor noted increase requested to 19,800 feet per Addendum 1 of the solicitation, as well as matched the reel lengths, quantities, and dimensions identified during questioning of Addendum 1.

Supplier Awards

GRESCO - Wildwood, FL **Event #ITB-1-6/29/2026-SV**

	ItemID	Description	QtyBid	UOM	Alternates?
1	280-080-00016	CABLE: ALUM 750 KCM 1C 15KV TRXL	19800	Foot	No

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
General Cable	Order per Mount Dora Spec	19800	No	182

Vendor Remarks: Supplied as 9 reels @ 1,200 feet and 6 reels @ 1,500 feet. Reel dimensions shall not exceed 70X35 as per Addendum 1 of the formal solicitation.

Price	Extended
9.35000	185130.00000

Total Supplier Award = $185,130.00000

Advanced Media Technologies - Deerfield Beach, FL	No Awards
Aldan Electric - Orlando, FL	No Awards
America RD Rep LLC - Orlando, FL	No Awards
American Tele Data - Clearwater, FL	No Awards
American Safety - Shelby, NC	No Awards
American Wire Group, LLC - Miami, FL	No Awards
Anixter Inc - Orlando, FL	No Awards
AR Transformer, Inc. - Houston, TX	No Awards
Border States - Tampa, FL	No Awards
Central Florida Fasteners - Belleview, FL	No Awards
Challenger Optics - Bradenton, FL	No Awards
City Electric Supply - Wildwood, FL	No Awards
Condumax/Incesa - , FL	No Awards
Consolidated Pipe & Supply - Orlando, FL	No Awards
Electric Sales Associates, Inc. - Weston, FL	No Awards
Elliott Electric Supply - Tampa, FL	No Awards
Emerald Transformer FTI - DeFuniak Springs, FL	No Awards
Empire Pipe and Supply - Sanford, FL	No Awards
Exponential Power - Menomonee Falls, WI	No Awards
Fiberone LLC - East Sarycuse, NY	No Awards
FONCS - Laredo, TX	No Awards
FRM Energy Products - Tampa, FL	No Awards
Gexpro - Orlando, FL	No Awards
Graybar - Tampa, FL	No Awards
Jake Rudisill Associates - Charlotte, NC	No Awards
John M. Warren Inc. - Mobile, AL	No Awards
Koppers Utility & Industrial Products - Eutawville, SC	No Awards
Lamp Sales Unlimited, Inc - Jacksonville, FL	No Awards

Leesburg Concrete Inc. - Leesburg,	No Awards
Lekson Associates - Raleigh, NC	No Awards
Lightworks, Inc. - Miami, FL	No Awards
M&K Imports, LLC - Millbrook, NY	No Awards
Maddox Industrial Transformers - Greer, SC	No Awards
Miami Transformers - Homestead, FL	No Awards
Millennium Florida - Apopka, FL	No Awards
Netceed - Winston Salem, NC	No Awards
Northern Safety Co. Inc - Frankfort, NY	No Awards
Novel Solutions, LLC - Orlando, FL	No Awards
Oliver Electrical Services - Gainesville, FL	No Awards
Pickett & Associates, Inc - Tampa, FL	No Awards
Porter-Walker - Columbia, TN	No Awards
Power Grid Supply LLC - Pelahatchie, MS	No Awards
Power Line Sentry - Wellington, CO	No Awards
Power Sales Associates - Atlanta, GA	No Awards
Powerline Hardware - Jacksonville, FL	No Awards
Precast Specialties, LLC - FT Pierce, FL	No Awards
Reliable Equipment - Warminster, PA	No Awards
Rexel USA - Orlando, FL	No Awards
Rosie Utility Products - , FL	No Awards
RTS Transformers - Apopka, FL	No Awards
Safety Test and Equipment - Shelby, NC	No Awards
Southeastern Lighting Solutions - , FL	No Awards
Stuart C. Irby - Lake Mary, FL	No Awards
Sunbelt Solomon - Temple, TX	No Awards
Superior Power Products - Windermere, FL	No Awards

Swift Industrial Power - Lakeland, FL	No Awards
TCI Sales - Moody, AL	No Awards
Tempaco, Inc. - Orlando, FL	No Awards
The Okonite Company - Tampa, FL	No Awards
Titan Utility Services - Tickflaw, LA	No Awards
Torres Electrical Company - Stuart, FL	No Awards
Trenchless Supply - Lakewood Ranch, FL	No Awards
Tri-State Utility Products - Havana, FL	No Awards
USA Protek - Lakeland, FL	No Awards
Utility Specialist Inc - Birmingham, AL	No Awards
Walker & Associates Inc. - Welcome, NC	No Awards
Webb Bolt & Nut - Orlando, FL	No Awards
WESCO - Orlando, FL	No Awards
White Cap - Gainesville, FL	No Awards

Grand Total of ITB-1-6/29/2026-SV Award = $185,130.00000

No attached boiler plates.

CITY OF MOUNT DORA
TASK AUTHORIZATION FORM

In accordance with the terms and conditions of the Agreement between HDD of Florida LLC (Contractor) related to Underground Duct-Line Installation and the City of Mount Dora, approved dated December 2, 2025 the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.	**Budget Account Number:** 415-5555-580.63-01-EL2503
	City Project Manager: Wayne Zimmerman
Project Amount: $157,233.48	**Contractor:** HDD of Florida LLC
	Contractor Project Manager: Leonard Waln

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

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

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

Recommended By:

Print: Wayne Zimmerman

Signature: Wayne Zimmerman Digitally signed by Wayne Zimmerman Date: 2026.07.01 13:22:14 -04'00'

Date:

Reviewed By:

Print: Steven G. Langley

Signature: Steven G Langley

Date: 7/20/26

CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: Lenny Waln	**Print Name:**
Signature: Lenny Waln	**Signature:**
Date: 7-16-2026	**Date:**

EXHIBIT "A"
Scope of Services

TASK AUTHORIZAION:

The scope of work for each specific project under this Agreement shall be set forth in a written task authorization (a "Task Authorization") issued by the City. Each Task Authorization shall be deemed incorporated into and made part of this Agreement upon execution of the Parties. In the event of conflict or inconsistencies between this Agreement and any Task Authorization, the terms of this Agreement shall govern and control. No obligation to either provide or pay for any Services shall be incurred by either Party unless and until a Task Authorization has been executed in accordance with the terms of this Agreement. The City reserves the right to inspect the Contractor's safety and training records prior to and after the award of the contract or task order. All billing will be based upon approved project TASK AUTHORIZATION quantities and total. Assigned Contractor is responsible for all quantity takeoffs / measurements per assigned project.

PROJECT NAME: UNDERGROUND CIRCUIT M599

This scope of this project is to install 3 - 3" conduits at depths of 48" from the Substation breaker M599 termination pole to Switchgear #1 located on Grandview Street North of Limit Avenue.

The four (4) project vaults are supplied and lifted into place by Mount Dora staff, HDD would excavate and turn conduits up, back-fill, compact and restore surfaces.

HDD submitted the following measurements, conduit installation methods, and total cost to complete this project.

HDD M599 Proposal

Loc. 1

- Stub up 3-3" pipes for primary riser.

Loc. 2

- From location 1 to location 2, hand/machine trench approximately 144' and stub up 3-3" conduits at edge of Lincoln.

Loc. 3

- Directional bore from location 2 approximately 46' to location 3 stub up 3-3" conduits for 90-degree tie in going towards location 4.

Loc. 4

- Directional bore from location 3 approximately 200' to location 4, stub up 3-3" conduit for 90-degree tie in going towards loc. 5.

Loc. 5

- Directional bore from loc. 4 approximately 320' to loc. 5, stub up 3-3" conduits for vault loc.1.

Loc. 6

- Directional bore from loc. 5 approximately 1015' to loc. 6, stub up 3-3" conduits for vault loc. 2.

Loc. 7

- Directional bore from loc. 6 approximately 683' to loc. 7, stub up 3-3" conduits for vault loc. 3.

Loc. 8

- Directional bore from loc. 7 approximately 668' to loc. 8, stub up 3-3" conduits for vault loc. 4

Loc. 9

- Directional bore from loc. 8 approximately 585' to loc. 9, stub up 3-3" conduits for 90-degree tie in going towards loc. 10

Loc.10

- Directional bore from loc. 9 approximately 385' to loc. 10, stub up 3-3" conduits for 90-degree tie in going towards loc. 11.

Loc. 11

- Directional bore from loc.10 approximately 90' to location 11, stub up 3-3" conduits outside of switch gear bay of Mount Dora's choosing.

Action	Unit cost	Quantity	Total
Hand Trench 3-3" conduits	$31.55	144	$4,543.20
Directional bore 3-3" conduits	31.38	4606	$144,536.28
Vault installation	$911	4	$3,644
Sod Restoration	4.51	Approx. 1000	4,510

Grand total: $157,233.48

31.55 = 14.01+8.77+8.77 Installation of 3 conduits
31.38 = 13.84+8.77+8.77 Installation of 3 conduits

Does not include installation of 90-degree fittings.

EXHIBIT "B"
Compensation

METHOD OF COMPENSATION: Four (4) Line Items Fixed Cost, Not-to-Exceed Amount of $157,233.48 for total services.

EXHIBIT "C"
Sub-Contractors

None Listed by HDD in this project.

EXHIBIT "D"
Schedule

SCHEDULE OF SERVICES: CONTRACTOR shall complete all Scope of Work beginning and September 21, and complete by October 9, 2026.

Work Hours 8:00 A.M. to 5:00 P.M. Monday – Friday

Restoration of the excavated areas shall not impede nor impact right-of-way access to residential and or commercial driveway access.

Restoration of excavated areas shall be fully restored within the same week of initial excavation.

Review the contract work requirements given critical areas the project will impact:

Permits: To include a Gas Transmission line on Limit Avenue, a Lake County Road.

Safety, Signage Barricading, Site Safety, Utilities and Line Locates, Clean-up and Restoration

ATTACHMENTS:

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

DATE: **August 18, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Piggyback Agreement with Willdan Engineering, Inc. for Supplemental Building Services

Introduction:

This is a request for City Council to approve a piggyback agreement with Willdan Engineering, Inc. for supplemental residential plan review and building inspection services on an as-needed basis.

Discussion:

The agreement is based on Osceola County RFP-23-13844-MM and requires all services to comply with the Florida Building Code and other applicable federal, state, and local requirements.

The agreement begins on the date of final execution and has an initial three-year term, with up to two additional one-year renewals upon written agreement of the parties. The exact expiration date will therefore be based on the City's final execution date. If fully executed on August 18, 2026, the initial term will expire on August 18, 2029, and the optional renewals could extend the agreement through August 18, 2031.

The Building Department will continue to rely on City employees for its regular plan review and inspection functions. This agreement creates an additional on-call resource that staff may use only when temporary supplemental capacity is needed, such as during vacancies, extended employee leave, retirements, unexpected workload increases, or periods when assistance is necessary to maintain established review and inspection turnaround times. The agreement does not guarantee work to Willdan or require the City to use the firm.

The primary scope is Florida Building Code-compliant residential plan review. The agreement also allows the City to negotiate similar additional services, including building inspections, on an as-needed basis. Assignments will be issued and paid only when services are requested and performed. This approach provides short-term operational flexibility while helping the City avoid permit review and inspection delays without adding permanent staff for temporary needs.

Budget Impact:
There is no increase to the adopted budget. The Building Department has $34,000 budgeted for Professional Services to provide temporary municipal support when needed. Residential plan review services are billed at $100 per hour at the standard rate and $150 per hour at the extended rate. Any additional inspection services would be negotiated in accordance with the agreement. All expenditures are subject to available appropriations and actual use.

Strategic Impact:
This item supports the City of Mount Dora Strategic Plan FY2025-2030 through the following priorities:

Strategic Initiative 1: Promote Economic Development - Goal 1 and Objective 1.4: Enhance or streamline the business and permitting process for customer applications and inspections. The agreement provides supplemental capacity to help maintain timely plan review and inspection services.

Strategic Initiative 4: Provide High-Quality Services - Goal 11 and Objective 11.3: Promote community safety through inspections performed in accordance with applicable Florida Building Code requirements. The on-call resource supports continuity of service during temporary staffing shortages or workload increases.

Recommendation:
City Council approval of the piggyback agreement with Willdan Engineering, Inc. for supplemental residential plan review and building inspection services on an as-needed basis and authorization for the Mayor on behalf of City Council to execute the agreement.

Attachment(s):
1. Willdan Engineering Piggyback - Mount Dora Signed

Prepared by: Christine Maree, Deputy Building Official
Reviewed by:

Ryan Morgan, Director	Approved - 7/30/2026
Whitney Donovan, Purchasing Coordinator	Approved - 7/30/2026
Matthew Dodson, Budget Officer	Approved - 8/4/2026
Jennifer Gates, Finance Director	Approved - 8/4/2026
City Attorney, City Attorney	Approved - 8/12/2026
Jeanann Hand, City Clerk	Approved - 8/12/2026
Vince Sandersfeld, City Manager	Final Approval - 8/12/2026

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation with an address of 510 N. Baker Street, Mount Dora, Florida 32757 (the "CITY"), and **WILLDAN ENGINEERING, INC.**, a California corporation authorized to do business in the State of Florida with a principal address of 2401 E. Katella Ave., STE 300, Anaheim, California 92806 ("CONTRACTOR").

W I T N E S S E T H:

WHEREAS, the CITY has determined that it is in its best interest to utilize that Supplemental Contracted Residential Plans Review Services Agreement between the County of Osceola, Florida (the "County"), and CONTRACTOR, dated November 6, 2023 (hereinafter the "Underlying Contract"), which was competitively solicited for and negotiated by the County through RFP-23-13844-MM, attached hereto as **Exhibit 1** and incorporated herein; and

WHEREAS, CONTRACTOR has exhibited in its response to RFP-23-13844-MM that it is capable of providing the services required by the CITY.

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

SECTION 1. TERM AND TERMINATION

The term shall commence on the latest date of execution by all signatories to this Agreement (the "Effective Date") and continue for a period of three (3) years, unless terminated earlier as set forth herein. At the end of the initial term, this Agreement may be renewed for up to two (2) additional one-year periods upon written agreement of the parties.

SECTION 2. SCOPE OF SERVICES

A. Except as otherwise modified or specified herein, CONTRACTOR shall provide materials, labor, and services to the CITY as set forth in the Underlying Contract, attached hereto as **Exhibit 2** and incorporated herein. The following provisions are hereby modified to limit or restrict the scope of services under this Agreement:

1. Paragraph F of **Exhibit 2A** is hereby modified as follows, with underlines being added text and ~~strikethroughs~~ being removed text:

F. Assigned Employee Licensure.

1. Personnel employed by the CONTRACTOR to perform plans review services must possess a current license issued by the Department of Business and Professional Regulations, Building Code Administrators, and Inspectors Board (BCAIB) and may only perform Residential Plans Review services that are within the disciplines covered by that person's licensure or certification under Florida Statute Chapter 468~~, Chapter 471, or Chapter 481~~.

2. Paragraph M of **Exhibit 2A** is hereby modified as follows, with underlines being added text and ~~strikethroughs~~ being removed text:

M. Provision of Additional Services.

The COUNTY reserves the right to negotiate with the CONTRACTOR for the provision of additional services similar in nature. This includes, but is not limited to, additional inspection services, nationally recognized testing laboratory services, ~~architects, engineers,~~ and other like services that may be required on an as-needed basis, except to the extent such like services fall under the scope of "professional services" as defined in Fla. Stat. § 287.055.

B. Any provisions in **Exhibit 2** that are or could be construed as including within the scope of work any "professional services" that fall under the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined in Fla. Stat. § 287.055, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice are EXPRESSLY EXCLUDED AND SHALL HAVE NO FORCE OR EFFECT.

SECTION 3. CONTRACT PROVISIONS; CONFLICT

The parties agree to be bound by all the terms and conditions of the Underlying Contract, including all attachments thereto, unless otherwise modified or specified herein. To the extent there are any conflicts or inconsistencies between this Agreement and the terms and conditions of the Underlying Contract or any other attachment or exhibit hereto, the terms and conditions of this Agreement shall govern and control. In addition, in the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and/or materials to be provided and performed under this Agreement, the parties hereby expressly acknowledge and agree that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any terms, provisions, or conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by CONTRACTOR shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 4. CONTRACT PRICE; COMPENSATION

A. In accordance with the pricing schedule set forth in **Exhibit 2B** attached hereto, the CITY shall pay CONTRACTOR at CONTRACTOR's Standard Rate of One Hundred Dollars ($100.00) per hour and Extended Rate of One Hundred Fifty Dollars ($150.00) per hour.

B. Payment by the CITY shall be governed by and made in accordance with the Florida Local Government Prompt Payment Act (Fla. Stat. § 218.70 *et seq.*), as may be amended. Unless otherwise indicated by the CITY in writing, CONTRACTOR shall submit monthly invoices for all services actually performed to the City of Mount Dora, Accounts Payable at 510 North Baker Street, Mount Dora, Florida 32757.

SECTION 5. CONTRACTOR OBLIGATIONS

A. Notwithstanding any contrary provision in the Underlying Contract, all materials, labor, and services to be provided or performed shall be completed in a good and workmanlike manner in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any applicable Federal, State, or local regulatory agency. CONTRACTOR shall not have the authority to create or cause to be created any liens for labor and/or materials on or against the CITY or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude all claims or demands for any payment expected by virtue of this Agreement.

B. CONTRACTOR shall remain authorized to do business within the State of Florida, maintain adequate and competent staff, and ensure that all its employees, agents, representatives, volunteers, and the like, fully comply with all the terms and conditions set forth herein.

C. The services shall only be performed by CONTRACTOR and shall not be subcontracted to any third party or other independent contractors without the CITY's prior written approval, which approval shall be at the CITY's sole discretion. CONTRACTOR shall be responsible for the payment of all subcontractors and remain liable for the satisfactory completion of all subcontracted work.

SECTION 6. FUND AVAILABILITY; USE OF CONTRACTOR

The services to be performed under this Agreement are subject to the CITY's annual appropriation of funds. The CITY, in its sole discretion, reserves the right to forego use of CONTRACTOR for any project that may fall within the scope of services described herein.

SECTION 7. APPLICABLE LAW; VENUE; JURY TRIAL

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Venue for any action arising under this Agreement shall be in the state or federal courts having jurisdiction in Lake County, Florida. Both parties hereby submit to the exclusive jurisdiction and venue of any such court. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY 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 8. NOTICE

All notices or communications 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. Routine day-to-day communications may be conducted via email.

CITY:	**CONTRACTOR:**
Attn: City Manager	Patrick Johnson, PE, CBO
City of Mount Dora	Willdan Engineering, Inc.
510 N. Baker Street	200 South Orange Avenue, Suite 1550
Mount Dora, Florida 32757	Orlando, Florida 32801

SECTION 9. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties hereto that CONTRACTOR, in performing its obligations under this Agreement, shall be deemed an independent contractor and that nothing in this Agreement and no course of dealing between the parties shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party's employees or agents. CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities under this Agreement. Each party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

SECTION 10. INSURANCE

CONTRACTOR shall provide the CITY with Certificates of Insurance naming the CITY as additional insured or certificate holder for insurance coverage. Said coverage is required to be maintained by CONTRACTOR in accordance with the CITY's insurance requirements listed in **Exhibit 3**, attached hereto and incorporated herein.

SECTION 11. INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify and hold harmless the CITY and its officials, employees, agents, representatives, and volunteers from and against any causes of action, demands, claims, losses, fines, penalties, expenditures of any kind, including, but not limited to, attorneys' fees, court costs and expenses, and any liabilities by reason of injury to or death of any person, or damage, destruction, or loss to any property, arising out of or connected to this Agreement, except to the extent caused by the gross negligence or intentional misconduct of the CITY. The provisions and obligations of this Section SHALL NOT be limited by any required insurance coverage amounts and shall survive the termination or natural expiration this Agreement.

SECTION 12. EQUAL OPPORTUNITY EMPLOYER

CONTRACTOR certifies that it is an equal opportunity employer and agrees to comply with all applicable Federal, State, and local equal opportunity employment laws. CONTRACTOR further agrees to include a similar non-discrimination provision in all subcontracts entered into pursuant to this Agreement and will take reasonable steps to ensure compliance with such provision by its subcontractors.

SECTION 13. AUDITING, RECORDS, AND INSPECTION

Throughout the term of this Agreement, CONTRACTOR shall maintain, and require any subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Agreement (the "Records") in compliance with generally accepted accounting procedures. Such Records shall be available upon reasonable notice for examination and audit by an authorized CITY representative. CONTRACTOR further agrees to retain such Records for a period of three (3) years after the termination or natural expiration of this Agreement. CONTRACTOR expressly acknowledges that by virtue of this Agreement Records related to this Agreement shall be subject to the applicable provisions of Florida's Public Records Law (Fla. Stat. Chapter 119). The CITY reserves the right to conduct an audit within sixty (60) days from the Effective Date of this Agreement to determine whether CONTRACTOR can fulfill its contractual

obligations to the satisfaction of the CITY and to terminate this Agreement based upon the audit findings without regard to any notice requirements for termination set forth herein.

SECTION 14. DISPUTE RESOLUTION

Any provisions in any Exhibits attached hereto relating to dispute resolution are expressly excluded and shall have no force or effect. In the event of any dispute, claim, or controversy arising under or in connection with this Agreement, the parties agree to first attempt to resolve the matter through good faith negotiations. Either party may initiate the negotiation process by providing written notice outlining the nature of the dispute to the other party. If the parties are unable to resolve the dispute within thirty (30) days of such notice, the parties may proceed to resolve the matter through alternative dispute resolution procedures. The parties shall bear the costs of their own legal fees with respect to any dispute resolution, including litigation. Notwithstanding the existence of a claim or other dispute between the parties, CONTRACTOR shall be obligated to prosecute all work in a good and workmanlike manner and in accordance with this Agreement provided the CITY continues to make payment of undisputed amounts. CONTRACTOR and its subcontractors shall have no right to suspend any performance of services hereunder or to cause any work to be delayed due to the existence of a claim or dispute.

SECTION 15. FORCE MAJEURE

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if and to the extent that such failure or delay is caused by an event or condition beyond its reasonable control (a "Force Majeure Event"). A Force Majeure Event shall include, but not be limited to, civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, pandemics, epidemics, local disease outbreaks, public health emergencies, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, or acts of God. A delayed or nonperforming party shall use reasonable efforts to notify the other party of the occurrence of a Force Majeure Event within five (5) days of the Event's occurrence.

SECTION 16. PUBLIC RECORDS

A. Pursuant to Fla. Stat. § 119.0701, CONTRACTOR agrees to:

1. Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance of services under 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 Fla. Stat. Chapter 119 or as otherwise provided 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 Agreement, and following completion of this Agreement until the records are transferred to the CITY.

4. Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the CITY, all public records in CONTRACTOR's possession or keep and maintain the public records in accordance with 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 CITY's information technology systems. In the event of transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

B. In accordance with Florida law, CONTRACTOR's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY and other penalties as provided by law.

C. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLA. STAT. CHAPTER 119 TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: (352) 735-7126; CLERK@MOUNTDORA.GOV; 510 N. BAKER ST., MOUNT DORA, FL 32757.**

SECTION 17. SOVEREIGN IMMUNITY

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

SECTION 18. CONFLICT OF INTEREST

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

SECTION 19. SCRUTINIZED COMPANIES

In accordance with Fla. Stat. § 287.135, CONTRACTOR hereby certifies that neither CONTRACTOR nor any subsidiary, parent company, or affiliate of CONTRACTOR is engaged in a boycott of Israel, nor is on the Scrutinized Companies or Other Entities that Boycott Israel List. CONTRACTOR further agrees that CONTRACTOR will not subcontract with any entity that is engaged in a boycott of Israel or is on the Scrutinized Companies or Other Entities that Boycott Israel List. In the event CONTRACTOR, or any of its subsidiaries, parent companies, affiliates, or subcontractor(s) engages in a boycott of Israel or is placed on the Scrutinized Companies or Other Entities that Boycott Israel List during the term of this Agreement, CONTRACTOR shall immediately notify the CITY. CONTRACTOR acknowledges that failure to comply with this Section, including

any false certification, may subject CONTRACTOR to civil penalties, immediate termination of this Agreement without liability and without regard for any notice requirements herein and any other penalties provided by law.

SECTION 20. HUMAN TRAFFICKING AFFIDAVIT

CONTRACTOR hereby certifies that CONTRACTOR does not use "coercion" for "labor" or "services," as defined in Fla. Stat. § 787.06, and that CONTRACTOR has provided to the CITY an executed Human Trafficking Affidavit, attached hereto as **Exhibit 4** and incorporated herein, in accordance with Fla. Stat. § 787.06.

SECTION 21. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

Pursuant to Fla. Stat. § 448.095(5), CONTRACTOR is required to use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any newly hired employees. CONTRACTOR shall obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the subcontractor is in compliance with Fla. Stat. § 448.095. CONTRACTOR shall retain a copy of the affidavit(s) for the duration of the Agreement and provide it to the CITY upon request. CONTRACTOR hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of Fla. Stat. § 448.095. Upon request, CONTRACTOR shall provide evidence of such registration and compliance. CONTRACTOR acknowledges that failure to comply with this Section, including failure to secure and retain subcontractor affidavits, shall result in immediate termination of the Agreement without liability and without regard to the notice requirements set forth therein, and other penalties as provided by law. In the event the CITY incurs costs as a result of CONTRACTOR's breach of this Section, any such costs shall be paid by CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 22. PUBLIC ENTITY CRIMES

In accordance with Fla. Stat. § 287.133, no person or affiliate, as defined in therein, shall be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work under this Agreement, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. CONTRACTOR hereby affirms that neither CONTRACTOR nor any of CONTRACTOR's affiliates or subcontractors are on the convicted vendor list. CONTRACTOR shall notify the CITY immediately if CONTRACTOR, or any affiliate or subcontractor, is placed on the convicted vendor list during the term of this Agreement. CONTRACTOR acknowledges that failure to comply with this Section may result in the immediate termination of this Agreement without liability and without regard for any notice requirements herein and any other penalties provided by law.

SECTION 23. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

SECTION 24. WAIVER; SEVERABILITY

No waiver of the CITY of any term or right in this Agreement shall be effective unless in writing and signed by an authorized representative. The CITY's failure to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter. If any provision or portion of this Agreement is rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

SECTION 25. HEADINGS; JOINT AUTHORSHIP

All headings and captions contained in this Agreement and any exhibits or attachments hereto are for the purpose of convenience only and shall not be deemed to expand, limit, or change the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either party regardless of which party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting party.

SECTION 26. USE OF CITY MARKS

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

SECTION 27. NO THIRD-PARTY BENEFICIARIES

This Agreement is being entered into for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

SECTION 28. ASSIGNMENT; BINDING EFFECT

CONTRACTOR shall not assign, delegate, or otherwise transfer, either in whole or in part, any interest, right, or obligation set forth in this Agreement, without the express written approval of the CITY, which consent shall be at the CITY's sole discretion. Any assignment without such consent shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors, and/or assigns.

SECTION 29. ENTIRE AGREEMENT; AMENDMENT

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any 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. The covenants, terms, and provisions of this Agreement may only be amended, supplemented, or otherwise changed by written instrument executed by an authorized representative of each party.

[Signatures on follow page]

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement as of the dates set forth below.

CITY OF MOUNT DORA

_____
James Homich, Mayor

ATTEST:

_____
Jeanann Hand, City Clerk

_____
Date

WILLDAN ENGINEERING, INC.

_____
Signature

Patrick Johnson, PE, CBO
Name

Vice President
Title

STATE OF FLORIDA
COUNTY OF Orange

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 15th day of April 2026, by Patrick Johnson, who personally swore that he/she is authorized to execute this Agreement and thereby bind Willdan Engineering, Inc., and who ☐ is personally known to me or ☒ has produced Driver's License as identification.

(stamp)

TIFFANY STURMS
Notary Public
State of Florida
Comm# HH600983
Expires 10/7/2028

_____
NOTARY PUBLIC, State of Florida

EXHIBIT 1

Osceola County RFP-23-13844-MM –
Contracted Residential Plans Review Services

Request for Proposals
Osceola County Board of County Commissioners
Procurement Services Office
1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741
Phone (407) 742-0900 Fax (407) 742-0901

To: All Prospective Proposers
From: Mildred Maldonado, Procurement Analyst IV
Subject: Solicitation Number: RFP-23-13844-MM – Contracted Residential Plans Review Services
Date: June 18, 2023

Dear Potential Proposer:

Osceola County Government, an Equal Employment Opportunity (EEO) employer, does hereby announce that it is accepting written proposals from all qualified firms or individuals interested in providing the services generally described herein and as specified in the "Scope of Services" of this Request for Proposals (RFP) document. The successful proposer(s) must demonstrate by his/her qualifications, experience, availability, approach, and work plan that he/she will best serve the overall needs of Osceola County.

If you are interested in preparing a response to this RFP, please read requirements carefully and complete the proposal in the manner as set forth in this RFP document. Your response is considered a binding offer to perform in the manner described in the proposal response and shall remain a firm offer for a period not to exceed one hundred eighty (180) days from public opening. Also please be aware that, under the competitive proposal process, the stipulations set forth herein are fully binding on the proposer to the extent that you confirm acceptance by your signature on Attachment "F".

Questions regarding this solicitation must be received in writing at the address above no later than Tuesday, June 27, 2023, at 12:00 PM Local Time. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the Osceola County VendorLink site; https://vendorlink.osceola.org. You may also access VendorLink by using the link located on the Procurement Services section page of www.osceola.org.

All proposers are advised that under chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

Osceola County welcomes your response to this RFP document. Proposals should be prepared in accordance with the RFP instructions and will be evaluated by Osceola County as stated in the evaluation section of this document. Osceola County reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. Osceola County may withdraw all or part of this RFP at any time to protect the interests of the County. All proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification.

Thank you for your interest in doing business with Osceola County.

Procurement Services Office

TABLE OF CONTENTS

SECTION	TITLE	PAGE NO.
I	Overview of Project	3
II	Scope of Services and Technical Requirements	3
III	General Instructions	6
IV	Proposal Schedule	8
V	Proposal Response, Criteria, and Evaluation Point Values	8
VI	Evaluation Process	10
VII	General Terms and Conditions	12

ATTACHMENT	TITLE	PAGE NO.
A	Statement of "No Proposal Submittal"	18
B	Insurance Requirements	19
C	Public Entity Crimes Statement	21
D	Conflict of Interest Statement	23
E	Drug-Free Workplace Certification	24
F	Price Proposal and Acceptance of Proposal Terms and Conditions	25
G	Proposed Schedule of Subcontractor Participation	27
H	Addendum Acknowledgment	28
I	Articles of Incorporation / Corporate Documents	29
J	Vendor Demographics Survey	30
K	IRS W-9 Form	31
L	Contractor Certification Scrutinized Companies	32
M	Solicitation Response Identification Label	33

Section I. Overview of Project.

A. Intent.

It is the intent of this solicitation to engage one or more qualified consultants to perform residential plans review services for the County on an as-needed basis. Services provided shall be in accordance with, and pursuant to, Florida Building Codes and other applicable federal, state, and local laws, rules, regulations and requirements.

B. Background.

1. Osceola County, Florida was created in 1887. Osceola County is a 1,506 square mile area that serves as the south/central boundary of the Central Florida Region and the Greater Metropolitan Area. The City of Kissimmee, the County Seat, is 18 miles due south of Orlando. Osceola's other incorporated City, St. Cloud, is 9 miles east of Kissimmee, and approximately 45 miles west of the City of Melbourne on the Atlantic Coast.

2. An urban and urbanizing area in the northwest quadrant of the County dominates Osceola County's geography. This area adjoins Polk and Orange counties and includes most of Osceola's population. It includes the incorporated areas of Kissimmee and St. Cloud, the unincorporated communities of Poinciana and Buenaventura Lakes, and unincorporated places ranging from Narcoossee in the northeast to Campbell City and Intercession City in the southwest to Deer Run and St. Cloud Manor in the south.

C. Term of Agreement.

It is anticipated an Agreement will be awarded for an initial three (3) year term to begin upon approval and execution by the County; with the opportunity for additional one (1) year renewal periods when in the best interest of the County. Total contract length, including all renewals shall not exceed five (5) years. The decision to renew or extend the contract shall be at the discretion of the County. The successful proposer(s) shall be required to review the Contracted Residential Plans Review Services Agreement with the County on a semi-annual basis.

D. Minimum Requirements.

1. The Contractor must be licensed to do business within the State of Florida.
2. The Contractor must possess a current State of Florida Standard Plans Examiner Certificate for plans review and **must provide proof as part of their response.**

The Proposer shall provide proof of the above minimum qualification by furnishing copies of letters, certificates, etcetera (as applicable); which clearly document said qualifications. Failure to provide said documentation with your proposal shall be grounds for deeming your proposal unresponsive and removing it from further consideration. This is a non-negotiable item.

E. RFP and/or Performance and Payment Bond.

A RFP/Performance and Payment Bond is not required for this project.

Section II. Scope of Services and Technical Requirements.

A. Scope of Services.

The Contractor shall perform residential plans review services for the County on an as-needed basis. Services shall be provided in accordance with, and pursuant to, the Florida Building Codes and other applicable federal, state and local law, rules, regulations and requirements.

B. Service Requirements.

The Contractor must be capable of performing Florida Building Code compliant residential remote plan reviews.

C. Assigned Employees.

The Contractor shall provide individuals, as noted above, herein identified as an Assigned Employee(s) that will perform services for Osceola County.

1. The Contractor's Assigned Employee shall provide a variety of expert consulting services to the Osceola County Building Office, including Contracted Plans Review Services.
2. All Assigned Employees are employees of the Contractor and are not, and will not be considered, employees of the County.

3. The Contractor shall select employees that meet the requirements noted herein and provide them for use by County based upon their qualifications, certifications licenses and experience as an Assigned Employee.
4. The Contractor shall notify any Assigned Employees they are not an employee of the County 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.

D. Assigned Employee Equipment.

The Contractor shall provide all equipment necessary to perform building code remote plan reviews, including but not limited to, cellular phones, computers, code books, and other items required to complete each plan review.

E. The Contactor and Assigned Employee Personnel Appearance.

The Contractor's Assigned Employees shall be physically able to perform all requirements of their assigned positions and conduct themselves in a courteous, positive, and professional manner always.

F. Assigned Employee Licensure.

1. Personnel employed by the Contractor to perform plans review services must possess a current license issued by the Department of Business and Professional Regulations, Building Code Administrators, and Inspectors Board (BCAIB) and may only perform Residential Plans Review services that are within the disciplines covered by that person's licensure or certification under Florida Statue Chapter 468, Chapter 471, or Chapter 481.
2. The names of all personnel and a copy of each license issued to personnel employed by the Contractor to perform residential plans review services shall be provided to the County's Building Official, or his designee, prior to award of contract.

G. Timing of Service Performance.

The Contractor and its Assigned Employees, as applicable, shall be required to perform building code plans review services in the manner described herein.

The Contractor shall be required to perform remote building code plan review services in the following manner:

a. The County will inform the contracted firm(s) through our automated plan review program of the plan reviews that have been assigned to them on a daily basis.
b. The contracted firm(s) shall conduct the requested plan reviews the day following the notification by the County.
c. In the event the project cannot be reviewed, the contracted firm(s) shall notify the Osceola County Building Office to coordinate a projected schedule for the assigned plan reviews.

H. Contractor's Assigned Employee, Operational Hours and Time-off Requests.

1. The Contractor's Assigned Employee for positions noted herein are for semi-permanent assignment whether full time or part time for the duration of the agreement, including amendments.
2. When the County accepts an assigned employee from the Contractor it shall be for a regular work schedule.
3. If the Contractor finds it necessary to remove this Assigned Employee or if the Assigned Employee quits, the Contractor shall refill this Assigned Employee position at the County with another like (licensed) Assigned Employee as quickly as possible.
4. Through the Contractor, the assigned employees shall submit requests for time-off two weeks in advance; requests submitted to the Contractor and provided to the County are subject to the County's approval based on the needs of the Department.

I. Documentation.

1. The Contractor shall report to the County's Building Official, or his designee, any condition that poses an immediate threat to public safety, health, and welfare.
2. Upon completion of the assigned plan reviews, the contracted firm(s) shall record reviewed plans and comments within the Department's on-line data-based program (Accela).
3. Each completed plan review record, indicating pass or fail and applicable conditions, shall be posted within the computer system.
4. The Contractor shall be responsible for ensuring the provision of information related to plans revise services and shall ensure the information is provided in the County's online data-based application as noted herein.

J. **Staff Sufficiency**.

Osceola County reserves the right to request the Contractor to replace an Assigned Employee when repeated performance deficiencies are noted. While Osceola County will work with the Contractor to remedy deficiencies identified, the Contractor agrees to provide a replacement Assigned Employee within eight (8) business hours upon request.

K. **Assigned Employees' Work – Application of Standard Rate Charges and Extended Rate Charges.**

1. If the Contractor's Assigned Employee works up to forty (40) hours per Work Week, the Contractor shall charge the County using the Standard Rate Charge per hour, for each hour worked up to forty (40) hours during the Work Week.
   a) The Work Week is defined as Saturday at 12:00:00 AM to Friday at 11:59:59 PM of any given week.
   b) For reference, the County's Building Department operating hours are 7:30 AM to 3:30 PM, Monday through Friday, with a half hour lunch break.
   c) Where applicable, the County will review requests for a variable daily schedule. If approved, the County will notify the Contractor and the Contractor's Assigned Employee in writing, with the approved schedule noted.
2. If any Assigned Employee works more than forty (40) hours in a Work Week, the Contractor may charge the County the Extended Rate Charge, for each additional hour beyond the forty (40) hours worked during the Work Week.
3. If, during the performance of work herein, it is apparent the Assigned Employee will work additional hours beyond the initial forty (40) hours per Work Week, the Contractor will notify the County. If the County needs the Contractor's Assigned Employee to work additional hours beyond the initial forty (40) hours per Work Week, the County will notify the Contractor. The County will be able to review, approve or reject, in advance the performance of work in addition to the forty (40) hours in writing.
4. The performance of hours beyond the initial forty (40) hour per individual Assigned Employee will be billed at the Extended Rate Charge.
5. The Extended Rate Charge will only be applied to hours worked by each individual Assigned Employee during a specific Work Week in excess of forty (40) hours.
6. The Contractor, when charging for services using the Extended Rate Charge, shall identify the specific hours being charged as "Extended Rate Charges".

L. **Contractor's Hourly Rates and Invoicing.**

Remote Plans Review:

a. The Contractor's cost to provide Remote Plan Review Services is all inclusive.
b. No additional compensation will be considered for mileage, fuel, overhead, materials, testing equipment or administration.
c. Remote plan reviewers are to work from remote locations and shall bill working time only as required to complete their assigned plan reviews.
d. Invoices shall be submitted to the Osceola County Building Office monthly and shall include the Building Permit Number, date of plan review performed, and total hours worked by Permit Number

M. **Provision of Additional Services.**

The County reserves the right to negotiate with the awarded Contractor for the provision of additional services similar in nature. This includes, but is not limited to, additional inspection services, nationally recognized testing laboratory services, architects, engineers, and other like services that may be required on an as-needed basis.

N. **Semi-Annual Review:** The Awarded Contractor agrees to review any resulting agreements with the County on a semi-annual basis.

Section III. General Instructions for Proposal Preparation and Delivery.

A. Requesting the Solicitation Document.

The RFP documents are available on-line at no charge via the Osceola County VendorLink site: https://vendorlink.osceola.org. **Register as a vendor to download the solicitation documents.** You may also download the solicitation documents via the link located on the Procurement Services section page of www.osceola.org. Osceola County is not responsible for errors and omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Procurement Services Office at (407) 742-0900. **Important:** The desire of Osceola County to pursue proposals shall in no way obligate the County to compensate you for your efforts or to execute a contract with your firm.

B. On-Line Service Provider Disclaimer.

VendorLink has no affiliation with Osceola County other than as a service that facilitates communication between the County and its vendors. VendorLink is an independent entity and is not an agent or representative of the County. Communications to VendorLink do not constitute communications to the County.

C. Solicitation Documents from Third Party Providers.

The Osceola County Procurement Services Office and its service provider VendorLink are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third party source may contain an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third party source are advised to contact the Osceola County Procurement Services Office to provide a contact name, mailing address, phone number, fax number, and email address to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of Osceola County is prohibited.

D. Pre-Proposal Conference.

There will be no pre-proposal conference for this project.

IMPORTANT NOTE: It is imperative that all proposers have a clear understanding of the scope of services requirements. As such, the County reserves the right to schedule a pre-proposal conference. Therefore, in the event a mandatory pre-proposal conference is required and/or subsequently scheduled, attendance will be a pre-requisite for submitting a proposal; and proposals will only be accepted from those who are represented at a mandatory pre-proposal conference. Attendance at the pre-proposal conference will be evidenced by the proposer's/representative's signature on the attendance roster. In the event of a mandatory pre-proposal conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

E. Interpretation and Questions.

All questions relating to this RFP document must be in writing and hand-delivered or delivered electronically through email or fax to the designated Procurement Services Office Representative **no later than Tuesday, June 27, 2023, at 12:00 PM Local Time**. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Procurement Services Office Representative. Any oral communications will not be authoritative and will not be binding on the County. It is the sole responsibility of the proposer to contact the Procurement Services Office prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each proposal. Addenda will be available to all proposers on the Osceola County VendorLink site: https://vendorlink.osceola.org and via the link located on the Procurement Services section page at www.osceola.org.

F. Preparation and Format.

Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the requirements, as well as completeness and clarity of content.

G. Page Limitation.

Proposal packages shall be limited to **not more than 60 PAGES**, printed on a single side of paper, with a font no less than twelve (12) point.

Note: Required attachments will not be counted in the 60 page limitation.

H. Completeness.

Proposals shall contain the information as required in this solicitation. Failure to submit all information as requested may result in a lowered evaluation score of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the County. The following list details the appropriate proposal format:

1. Selection dividers with tabs labeled. Tab "A" through Tab "E", to identify each required criteria in Section V;
2. All attachments shall be placed under the appropriate tab for that sub-section.
3. Currently valid Certificates of Insurance; and Local Business Tax Receipt (formerly known as Occupational License) shall be placed under Tab "A" of your proposal.

I. Corporate Standing and Authorized Signatory. The bidder or proposer must demonstrate that the company is in good standing and that the person signing this bid or proposal is authorized on behalf of the bidder or proposer to sign bids, proposals, negotiate and/or sign contracts, agreements, amendments and related documents to which the bidder/proposer will be duly bound. The bidder/proposer **must provide a copy of the State Certificate of Good Standing/Articles of Incorporation** listing the officers of the company. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

1. A copy of your Articles of Incorporation listing the approved signatories of the corporation
2. A copy of a resolution listing the members of staff as authorized signatories for the company.
3. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

J. Proposal Reproduction.

Please submit four **(4) copies of the proposal package,** one (1) unbound original and **three (3)** bound copies. The submittal MUST also include a single CD-ROM or memory stick containing the entire submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

K. Proposal Submittal and Delivery.

Sealed proposals must be received, and date stamped in the Osceola County Procurement Services Office by the specified **Tuesday, July 18, 2023**, **at 2:00 PM local time deadline**. Proposals received after the stated date and time will not be accepted and will be returned unopened. **No exceptions will be made.** Proposals shall be submitted and delivered to the below address in a sealed, opaque envelope or packaging material, plainly marked on the outside with the following:

Osceola County Procurement Services Office
1 Courthouse Square, Suite 2300
Kissimmee, Florida 34741
RE: Solicitation: **RFP-23-13844-MM**
Solicitation Title: **Contracted Residential Plans Review Services**
Date and time proposal is due: **Tuesday, July 18, 2023, at 2:00 PM Local Time.**

Attention: Mildred Maldonado

For your convenience, **Attachment "M"** has been provided to properly identify and affix to your RFP response.

L. Improper Identification and Timeliness.

The County is not responsible for the failure of a proposer or the proposer's agent to submit responses in a timely manner or for a proposal that is not properly addressed or identified. Proposal delivery by electronic means, such as facsimile and e-mail, is not allowed.

M. Public Opening of Proposals.

Proposals will be announced publicly in the Procurement Services Office on the above appointed date and time or as soon thereafter as possible. Only the names of the respondents will be announced. All other information will be subject to Florida's Open Government Laws to Public Contracting.

N. Withdrawal of Proposals.

Proposals may not be withdrawn for a period of **one hundred eighty days (180)** days after the public opening date.

O. Ownership of Documents.

All documents resulting from this RFP solicitation shall become the sole property of Osceola County.

Section IV. Proposal Schedule.

Tentative Schedule	
Task	**Date**
RFP Released to General Public	Sunday, June 18, 2023
RFP Pre-Proposal Meeting (if applicable)	Not Applicable
Deadline for Questions by Interested Parties	Tuesday, June 27, 2023, at 12:00 PM, Local Time
Proposal Due Date and Opening	Tuesday, July 18, 2023, at 2:00 PM Local Time
Evaluation and Selection	July 2023
Presentations, if required	Not Applicable
Board of County Commissioners or County Manager's Approval of Contracts	TBD

Section V. Proposal Response, Criteria, and Evaluation Point Values.

Evaluation Criteria	
Category	**Points**
A. Firm Qualifications and Experience	40
B. Similar Projects	30
C. Project Approach	20
D. Price Proposal and Acceptance of Terms and Conditions (Attachment F)	10
E. Additional Information	0
Total Points	**100**

A. Firm Qualifications and Experience – Tab "A" (40 Points).

1. **Letter of Transmittal.** Provide a letter of transmittal, no longer than two (2) pages, signed by an authorized representative of the proposer, including a brief description of your firm's location, organization structure, and philosophy. (This section is *not* included in the overall proposal 60 page count.)
2. **Individuals and Qualifications.** Identify and include qualifications of specific individuals to be assigned to the project (include names, contact information, and resumes) and specify which services the individuals will provide to Osceola County.
3. **Sub-contractors.** Proposers must list any Sub-contractors that shall be used to accomplish the scope of services on the Proposed Schedule of Subcontractor Participation Form (Attachment "G"). If no Subcontractors are going to be used, check the box for Subcontractors will not be utilized for this project at the top of the form.
4. **Litigation**. Please list any past and/or pending litigation or disputes relating to the work described herein that your firm has been involved in within the last five (5) years. The list shall include each project name and the nature of the litigation.

5. **Financial Information**. Provide an official letter from the proposer's financial institution detailing the financial status of the proposer. The letter shall include a contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for disqualification of your offer.
6. **Insurance Certificates.** Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful offeror will be required to provide Certificate(s) of Insurance evidencing coverage as required in Attachment "B" within five (5) business days of the notification of intent to award. **Note**: Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.
7. **Corporate Standing and Authorized Signatories.** Proposers **must provide a copy of the State Certificate of good standing** listing the officers of the company. If the signatory is not one of the officers listed on the State Certificate, the bidder/proposer must complete the Articles of Incorporation / Corporate Documents Form (Attachment "I") or provide one of the forms of evidence of Signatory Authority listed in Section III, I Corporate Standing and Authorized Signatories.
8. **Public Entity Crimes.** Proposers must complete the Public Entity Crimes Statement (Attachment "C") and have it notarized.
9. **Conflict of Interest.** Proposers must provide disclosure of any potential conflict of interest due to any other clients, contracts, or property interests for this project only. Complete the Conflict of Interest Statement (Attachment "D") and have it notarized certifying that no member of your firm ownership, management, or staff has a vested interest in any aspect of this solicitation or any department within the Osceola County Government.
10. **Local Business Tax Receipt (formerly Occupational License).** Provide a copy of your Local Business Tax Receipt. Osceola County requires a Local Business Tax Receipt (formerly Occupational License) be held by all its CONTRACTORS. Please contact the Tax Collector/Local Business Tax Receipt Office directly for information concerning this requirement at (407) 742-4000. In accordance with section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of an Osceola Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.
11. **IRS W-9 Form.** Vendors that have not done business with the County or have not provided an updated W-9 Form within the past two (2) years, must complete IRS Form W-9, Request for Taxpayer Identification Number and Certification (Attachment "K") and submit with the proposal.
12. **Organizational Structure.** The County recognizes and understands that many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, and etcetera. As a result, it is sometimes difficult to determine what past performance is relevant to this project. To facilitate this relevancy determination, include in your proposal response a "roadmap" or organizational chart describing all such changes in the organizational structure of your firm.
13. **Additional Completed RFP Attachment Forms.** The following completed Attachment forms should be included in this section as applicable: Attachment "E", Drug-free Workplace Certification, Attachment "H", Addendum Acknowledgement, Attachment "J", Vendor Demographics Survey, and Attachment "L", Contractor Certification Scrutinized Companies.

B. **Similar Projects – Tab "B" (30 Points).**

To demonstrate experience and success in conducting similar work, the proposer shall provide a **minimum** of one (1) reference of similar size projects in similar circumstances with appropriate reference information, concentrating only on those projects completed within the last four (4) years or currently underway by the proposer's firm, as follows:

1. Client name, address, phone, fax number and email address;
2. Description of all services provided;
3. Performance period; and,
4. Total annual amount of contract.

Describe any significant or unique awards received or accomplishments made in previous, similar projects.

C. **Project Approach – Tab "C" (20 Points).**

1. State your firm's technical approach to the project and the interpretation of the scope of services required.
2. Define the adequacy of resources, including personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
3. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and staff committed to accomplish each task.
4. Provide an implementation schedule for proposed services including any management and planning strategies.

5. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.

D. Price Proposal and Acceptance of Proposal Terms and Conditions – Tab "D" (10 Points).

The Price Proposal and Acceptance of Proposal Terms and Conditions Certification, Attachment "F", shall be completed and included in Tab D. An authorized signatory must sign attesting to knowledge of scope of services, committing to the prices as offered, and acceptance of the terms and conditions. This form must be notarized. As stewards of public funds, the County maintains all adopted budgetary parameters in the performance of its contracts. The ability of the successful proposer to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.

The Fee Schedule shall be evaluated as follows:

The lowest price receives the maximum points. The lowest price is then divided into, individually, by the other prices to determine the percentage. The percentage is then multiplied by the maximum points allowed. (The Weighted Score will be rounded to the nearest whole number.)

Example:

Vendor	Proposed Price	%		Maximum Score		Weighted Score
A	$40,000	85%	X	25	=	21
B	$37,500	90%	X	25	=	23
C	$33,900	100%	X	25	=	25

33,900 divided by 37,500 = 90%; 90% x 25 = 23 (rounded to the nearest whole number)

E. Additional Information – Tab "E" (No Assigned Points).

Proposers may include a section for appendixes including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only.

Section VI. Evaluation Process.

A. Determining Responsibility.

In conjunction with the weighted criteria being used to determine the capability of the proposal, the County may also consider the proposer's ability to meet or exceed the following criteria:

1. The proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified;
2. The quality of performance of previous contracts or services including previous performance with the County;
3. Previous and existing compliance by the proposer with laws and ordinances relating to the contract or service;
4. Financial resources of the proposer to perform the contract or provide the service; and,
5. Whether the proposer is in arrears to the County on a debt or a contract; whether the proposer is in default on surety to the County; or whether the proposer's taxes are delinquent.

B. Evaluation Committee.

The Evaluation Committee (EC) is comprised of qualified and recommended Osceola County staff members, professional County advisors, or local government staff or officials which are appointed by the County Manager or Designee in coordination with the requesting department. The EC shall consist of members who have experience, knowledge and/or expertise in the program area and service requirements of the solicitation. The Procurement Services Office Representative shall be the non-voting chair of the committee.

C. Initial Evaluation of Proposals.

The Procurement Services Office Representative shall perform the initial review of all proposals submitted for initial qualifications certification. This process includes, but is not limited to the following:

1. The proposal was submitted by the deadline;
2. All required documents have been submitted;
3. All documents requiring an original signature have been signed and submitted; and,
4. Verification through the professional regulatory agency to ensure proper professional licenses or credentials, as required.

A checklist of the essential items required by the solicitation shall be prepared by the Procurement Services Office Representative and presented to the EC for consideration and action. The County, at its sole discretion, may utilize the services of one or more independent firms, consultants, technical experts, and/or services to assist in the review or to provide an assessment, evaluation, and/or opinion as to the merits or validity of the proposer's response to this RFP.

D. Presentations or Interviews.

The County may request that proposers provide presentations to the EC, County Manager, and/or Board of County Commissioners; and/or conduct interviews with the selected proposers regarding the qualifications, ability to furnish the required services, and all criteria set forth herein. The Procurement Services Office will notify all proposers of the County's decision to request presentations and/or interviews, as applicable. Pursuant to Florida Statute Chapter 286, any portions of a meeting, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

E. Best and Final Offer and Negotiations.

The County may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiation team will include, at a minimum, a member from the Procurement Services Office and a member from the end use department. The County reserves the right to negotiate any and all elements of a contract resulting from this request for proposal. Pursuant to Florida Statute Chapter 286, any portion of a meeting, at which negotiation strategies are discussed, or negotiations with a vendor is conducted, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

F. Right to Cancel or Reject.

A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the County may be rejected, in whole or in part, without recourse, when it is in the best interest of the County in accordance with the Administrative Code, Chapter 3. The County reserves the right to accept or reject any or all proposals, or any part thereof, with or without cause, without recourse, to waive technicalities or irregularities, and to accept or reject proposals which, in its judgment, best serve the interest of the County. The County also reserves the right to reject the proposal from a proposer who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract. The cost of submittal of this proposal is considered an operational cost of the proposer and shall not be passed on to or be borne by the County.

G. EC Tabulation.

The tabulation of the EC evaluation will be posted via the Osceola County VendorLink site: https://vendorlink.osceola.org. Tabulation of proposal selections may also be viewed via the link located on the Procurement Services section page of www.osceola.org. Interested proposers may also call the Osceola County Procurement Services Office for results.

H. Protests and Appeals.

Any prospective bidder or respondent, or any bidder or respondent who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Protest in accordance with the terms and conditions of Section 3.5 of the Osceola County Administrative Code.

I. Award of Contract.

1. The County Manager, or designee, shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the Board. The County Attorney's Office may review all contract documents. Other experts may be consulted to assist in this process.

2. The Procurement Services Office and the requesting Department will prepare the required award documents and make recommendations for approval to the Board of County Commissioners or County Manager. Upon award, the Chairman/Vice Chairman or County Manager, as applicable, will execute the agreement. The Board of County Commissioners retains full discretion to award or reject a contract, or authorize expenditures in the best interest of the County.
3. Non-Exclusive Contract: Award of this project shall impose no obligation on the County to utilize the successful proposer for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.
4. Ownership and Rights in Data: Any work, product or deliverable report provided to the County as a result of work performed while under contract shall be considered the property of the County and may be used in any fashion the County deems appropriate. The County shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful proposer pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

Section VII. General Terms and Conditions.

A. Fund Availability.

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. Osceola County abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

B. Prompt Payment Act.

Payments will be made pursuant to section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Local Business Tax Receipt (formerly Occupational License).

Osceola County requires a Local Business Tax Receipt (formerly Occupational License) be held by all its CONTRACTORS. Please contact the Tax Collector/Local Business Tax Receipt Office directly for information concerning this requirement at (407) 742-4000.

D. Permits, Licenses, or Fees.

Any permits, licenses, or fees required will be the responsibility of the proposer. The County will not entertain separate payment for these items.

E. Taxes.

Osceola County is tax exempt. As such, the County does not pay State of Florida Sales Tax or Federal Excise Tax. The County's State Sales Tax exemption number is 85-8013132398C-5 and the Federal Exemption Identification Number is 59-6000780.

F. Governing Laws and Venue.

Any contractual arrangement between Osceola County and the proposer shall be consistent with, and be governed by, the ordinances of Osceola County, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Osceola County, Florida.

G. Conflict of Interest,

All proposers must disclose, with their proposal, the name of any officer, director, or agent who is also an officer or employee of Osceola County. Furthermore, all proposers must disclose the name of any Osceola County officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the proposer or the cancellation of work. It is the sole responsibility of the proposer to ensure compliance with the County Administrative Code, Chapter 3, Section 3.3-2, Conflict of Interest. Please complete and submit Attachment "D" with your proposal response. The County may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

H. Additional Terms and Conditions.

No additional terms and conditions included within the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposer's authorized signature affixed to the proposal signature section attests to this.

I. Liability.

The successful proposer shall act as an independent contractor and not as an employee of Osceola County. The successful proposer will be required to indemnify, defend, and hold and save harmless Osceola County, its officers, agents, and employees, from damages arising from the performance of, or the failure to perform, any task or duty required to be performed by the successful proposer.

J. Indemnification.

1. General Liability: The successful proposer will agree to be liable for any and all damages, losses, and expenses incurred to the County, caused by the acts and/or omissions of the successful proposer, or any of its employees, agents, Sub-contractors, representatives, or the like. The successful proposer will agree to indemnify, defend and hold the County 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 successful proposer, or any of its employees, agents, Sub-contractors, representatives or the like.
2. Patent or Copyright: The successful proposer shall indemnify and hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the successful proposer during or after completion of this project. These obligations shall survive acceptance of any goods, services and/or performance payment therefore by the County.

K. Insurance Requirement.

1. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt (Reference Section VII, letter C) with your proposal submittal.
2. The successful proposer(s) shall provide original certificates of Insurance, evidencing coverage as required in Attachment "B", to Osceola County Procurement Services within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to Osceola County and shall name Osceola County Board of County Commissioners as the Certificate Holder.
3. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

L. Public Entity Crimes.

A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to any public entity; may not be awarded or perform work as a contractor, supplier, Subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, in CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By completion and submittal of Attachment "C" and signature on this solicitation, the proposer certifies that it is qualified to do business with Osceola County in accordance with all Florida Statutes.

M. Acceptance of Goods/Services.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County may refuse final acceptance of the goods/services.

N. MWBE, LSBE and SDVBE Programs.

The Osceola County Board of County Commissioners has established a Minority and Woman-owned Business Enterprise (MWBE) and Local Small Business Enterprise Programs (LSBE) with a combined goal of 25% contractor and Subcontractor participation. The purpose of these programs is to promote and encourage the participation of MWBE and LSBE as Contractor or Subcontractor on County awards.

Proposers must include a list of Subcontractors by completing Attachment "G", Proposed Schedule of Subcontractors Participation, which identifies which firms are MWBE, SDVBE and LSBE and the proposed percentage of the dollar value of the contract to be performed by each firm.

During the term of the agreement, CONTRACTORS using Subcontractors will be required to report on the percentage and the dollar value of the contract performed by MWBE, SDVBE and LSBE Subcontractors at the time of submission of each pay application or invoice.

The Osceola County Board of County Commissioner has established a Service Disabled Veteran's Business Enterprise (SDVBE) Program to address the economic disadvantage of service-disabled veterans. Whenever the County is considering two (2) or more bids, proposals, or responses to a solicitation for the procurement of goods, services and/or construction, which are equal with respect to price, quality and services where at least one (1) response is from a certified SDVBE, the County shall award the agreement to the SDVBE.

O. Drug-Free Workplace Preference.

Certification of an implemented drug-free workplace program must be included with the RFP response when submitted. If your firm has implemented a drug-free workplace program, please complete Attachment "E", Drug-Free Workplace Certification and include with your RFP response.

P. Audits and Records—Responsibilities of Successful Proposer.

Before or after an agreement is prepared and executed, the successful proposer may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful proposer must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this RFP document, and submit reports to the County in the form and frequency requested. The successful proposer must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract, and retain said copies for a period of no less than three (3) years after termination of the project**.** The aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by the County Commission Auditor or its designee. The successful proposer shall include these aforementioned audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful proposer with any party for work required in the performance of this project.

Q. Additional Information.

The Osceola County Procurement Services Office reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

R. Equal Opportunity.

Osceola County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the County's Equal Employment Opportunity policy is available upon request.

S. Proposal Use by Other Agencies.

All proposers submitting a response to this RFP document agree that such response may also constitute a proposal to other governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal. Each governmental agency desiring to accept this proposal, 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 and/or services ordered and received by it, and no agency assumes any liability by virtue of this proposal. This agreement in no way restricts or interferes with the right of any governmental agency to competitively procure any or all items.

T. Lobbying; Lobbying Black-Out Period; Questions Regarding the RFP.

1. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the County Manager, any requesting or evaluating department/division personnel and/or any member of the evaluation committee concerning an active solicitation during the Black-Out period.
2. The Lobbying Black-Out Period commences upon the issuance of this solicitation document.
3. The Lobbying Black-Out Period for awards requiring Board approval concludes at the beginning of the meeting at which the Board will be presented the award(s) for approval or request to provide authorization to negotiate a Contract(s). If the Board refers the item back to the County Manager for further review or otherwise does not take action on the item, the Lobbying Black-Out Period will be reinstated until such time as the Board meets to consider the item for action.
4. The Lobbying Black-Out Period for awards requiring County Manager Approval concludes upon issuance of a Notice of Intent to Award.
5. Bidders, Respondents, potential Vendors, service providers, Lobbyists, Consultants, or Vendor representatives shall not contact any Board Member, the County Manager, any requesting or evaluating Department/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the Black-Out Period.
6. All questions and procedural matters shall be directed to the Procurement Services Office. Except in response to communications initiated by authorized County representatives, contact by Bidders or Respondents to any Board Member, the County Manager, any requesting or evaluating County Personnel, or any member of the Evaluation Committee, initiated during the Black-Out Period, may result in disqualification from the Solicitation Process.
7. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Procurement Services Office Representative, in writing, by the cutoff date and time stated herein.
8. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end period as established in items (3) and (4) of this section, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

U. Office of Record.

The Osceola County Procurement Services Office shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Procurement Services Office may be reached Monday through Friday between 8:00 a.m. to 5:00 p.m. at 407-742-0900 (phone) or 407-742-0901 (fax).

V. Public Records.

Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

W. Time of Performance.

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the County and the successful proposer. All proposers are asked to provide the best estimate for compliance with the scope of work as established by the solicitation. All contract time lines will be based on the projected scope and the estimated time for performance.

X. Attachments and Exhibits.

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

Y. Cost of Submittal.

The proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to, or be borne by, the County.

Z. Certification of Independent Price Determination.

By submission of a response, the Proposer certifies that in connection with this proposal: The prices in this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.

AA. Responsibility of Proposer.

By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands this RFP document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

BB. Employment Eligibility Verification (E-Verify).

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

CC. Sovereign Immunity.

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

DD. Estimated Quantities.

This RFP contains an estimated number of volume and/or transactions. Although said numbers reflect the County's average volumes over the past several years, the County cannot guarantee that such volume and/or transactions will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the estimated number of volume and/or transactions contained herein in no way shall obligate the County to commit to said volume and/or transactions.

EE. Public Emergencies.

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the County. The Proposer agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Proposer provide the County with products and/or services not under the awarded Agreement, the County expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

FF. **Scrutinized Companies Clause.**

Osceola County may not enter into any contract for $1 million or more with any company that is on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes. All responses to solicitations for goods and/or services equal to or in excess of $1 million shall be required to complete Attachment "L", certifying that the Respondent is not on any scrutinized companies list. All resulting contracts for $1 million or more shall be subject to termination by Osceola County, i) in the event the contracting vendor is put on a scrutinized companies list, or ii) the County determines that the certification provided in Attachment "L" was false. Exceptions to and penalties for violation of Section 287.135, Florida Statues, shall be in accordance with those set forth therein.

GG. **Public Records Compliance.**

1. **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:**

   Public Information Office
   1 Courthouse Square, Suite 2401
   Kissimmee, Florida 34741
   407-742-0100
   BCCPIO@osceola.org

2. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
   a. Keep and maintain public records required by the COUNTY to perform the service.
   b. 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 by Florida law.
   c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
   d. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. 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 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.
   e. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions.

INTENTIONALLY LEFT BLANK

ATTACHMENT "A"
STATEMENT OF "NO PROPOSAL SUBMITTAL"

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of proposals to: Osceola County Procurement Services Office, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741.

I/WE HAVE DECLINED TO PROPOSE TO **RFP-23-13844-MM**, titled **"Contracted Residential Plans Review Services**" for the following reason(s):

☐ ____Proposal requirements too "restrictive".

☐ ____Insufficient time to respond to Request for Proposal.

☐ ____We do not offer this service.

☐ ____Our schedule would not permit us to perform.

☐ ____Unable to meet requirements.

☐ ____Unable to meet insurance or bond requirements.

☐ ____Scope of Services unclear (please explain below).

☐ ____Other (please specify below).

REMARKS: _____

_____

_____

_____

Typed Name and Title_____

Company Name_____

Address_____

Signature and Title_____

Date _____/_____/_____

Telephone Number _____

Fax Number _____

E-mail Address _____

ATTACHMENT "B"
INSURANCE REQUIREMENTS

A. **Insurance.** The successful Proposer/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the County, in the form of a certificate *prior* to the start of any work, nor shall the successful Proposer/Contractor allow any Subcontractor to commence work on its subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. **Limits.** The successful Proposer/Contractor and/or Subcontractor shall maintain the following types of insurance, with the following respective minimum limits:

1. AUTOMOBILE PUBLIC LIABILITY – One Million Dollars ($1,000,000) Combined Single Limit

2. GENERAL LIABILITY - One Million Dollars ($1,000,000) any single occurrence;
   a. Damage to Rented Premises – Fifty Thousand Dollars ($50,000) any single occurrence;
   b. Medical Expense – Five Thousand Dollars ($5,000) Any one person;
   c. Personal & Advertising Injury – One Million Dollars ($1,000,000)

3. GENERAL AGGREGATE – Two Million Dollars ($2,000,000);

4. EXCESS/UMBRELLA COVERAGE – Three Million Dollars ($3,000,000);

5. PRODUCTS - COMPLETED OPERATIONS LIABILITY AGGREGATE – Two Million Dollars ($2,000,000);

6. CYBER-LIABILITY with data breach coverage limits of One Million Dollars ($1,000,000) – Information Security/Cyber Liability Insurance written on a "claims-made" basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in performance of, or failure to perform, all services under this Agreement, includes, without limitations, claims, demand and any other payments related to electronic or physical security, breaches or confidentiality and invasion of or breaches of privacy.
   a. Each Occurrence – One Million Dollars ($1,000,000);
   b. Network Security / Privacy Liability - One Million Dollars ($1,000,000); and,
   c. Breach Response/Notification Sublimit – A minimum of 50% of the policy aggregate.

   Coverage shall be maintained in effect during the period of the Agreement and for no less than two (2) years after termination/completion of the Agreement.

7. PROFESSIONAL LIABILITY (Errors and Omissions) with minimum limits of Two Million Dollars ($2,000,000) in the aggregate, coverage shall be provided on a clams-made basis. For contracts where services involve policyholder home repairs, coverage must be renewed for three (3) years after completion of the Services. The "retroactive date" for this policy, and any subsequent policies purchases as renewal or replacements, shall coincide with or precede the effective date of this Agreement. If the policy is terminated for any reason, Vendor agrees to purchase, or cause its professional staff and consultants to purchase, an extended reporting provision of at least three (3) years to report claims arising from Services performed prior to the termination of the policy and allow for reporting of incidents that might give rise to future claims; and,

8. WORKER'S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the Work required hereunder and Employers' Liability insurance with limits not less than $1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker's Compensation statute, the successful Bidder/Contractor shall provide, and cause each Subcontractor to provide, adequate insurance, satisfactory to the COUNTY, for the protection of its employees not otherwise protected.

C. **Certificates of Insurance.** The successful Proposer/Contractor and/or Subcontractor shall provide the County's Procurement Services Office with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the County at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:

Osceola County Board of County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO OSCEOLA COUNTY PROCUREMENT SERVICES, 1 COURTHOUSE SQ., SUITE 2300, KISSIMMEE, FL 34741**

D. **County as Additional Insured.** The successful Proposer/Contractor and/or Subcontractor shall name the "Osceola County Board of County Commissioners and Osceola County" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the County with proof of same.

E. **Waiver.** Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Proposer's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. **Subcontractors.** The successful Proposer/Contractor shall ensure that any Sub-contractor(s) hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain sufficient liability insurance commensurate with the scope/size of the project assigned. However, in no case shall any required insurance limit be less than One Million Dollars ($1,000,000), unless statutory limits apply. In addition, the successful Proposer/Contractor shall maintain proof of same on file and make readily available upon request by the County.

G. **Loss Deductible Clause.** The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Proposer/Contractor and/or Subcontractor providing such insurance.

H. **Additional Requirements:** All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

Initials of Signatory:_____ Date: _____

The County reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

>>>FAILURE TO SUBMIT THIS FORM MAY BE GROUNDS FOR DISQUALIFICATION OF YOUR SUBMITTAL<<<

ATTACHMENT "C"
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, ITN, or Contract Number **RFP-23-13844-MM**, for **Contracted Residential Plans Review Services.**

2. This sworn statement is submitted by_____ whose business address is
[Name of entity submitting sworn statement]
_____and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

3. My name is _____ and my relationship to the above is
[Please print name of individual signing]
_____.

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

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

6. I understand that "affiliate" as defined in section 287.133(l) (a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(l) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

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

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

____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that is was in the public interest to remove the person or affiliate from the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the State of Florida, Department of Management Services.]**

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment "C", Public Entity Crimes, is truthful and correct at the time of submission.

_____
AFFIANT

_____
Typed Name of AFFIANT

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20___, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH RFP
>>>FAILURE TO SUBMIT THIS FORM MAY BE GROUNDS FOR DISQUALIFICATION OF YOUR SUBMITTAL<<<

ATTACHMENT "D"
CONFLICT OF INTEREST STATEMENT

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

A. I am the _____of _____ with a local office
(Insert Title) (Insert Company Name)
in _____ and principal office in _____.
B. Said entity is submitting this proposal/offer to **RFP-23-13844-MM** titled **"Contracted Residential Plans Review Services"**.
C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any County Office or Department.
I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Osceola County government.
J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

_____
AFFIANT

_____
Typed Name of AFFIANT

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20___, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
>>>FAILURE TO SUBMIT THIS FORM MAY BE GROUNDS FOR DISQUALIFICATION OF YOUR SUBMITTAL<<<

ATTACHMENT "E"
DRUG-FREE WORKPLACE CERTIFICATION

The drug-free certification form below must be signed and returned with the RFP response.

In order to have a drug-free workplace program, a business shall:

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

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

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

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

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

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment E, Drug-Free Workplace Certification, is truthful and correct at the time of submission.

_____
AFFIANT

_____
Typed Name of AFFIANT

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20___, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH RFP RESPONSE – IF APPLICABLE

ATTACHMENT "F"

PRICE PROPOSAL AND ACCEPTANCE OF PROPOSAL TERMS AND CONDITIONS CERTIFICATION

Item	*Description*	*Unit Price*	*Unit of Measure*	*Estimated Quantity*	*Extended Cost (Unit Price x Qty)*
Standard Rate Charges:					
1.	**Remote Plan Review**	**$**	**Per Hour**	**2,080 Hours**	**$**
2.	**Subtotal – Standard Rate Charges**				**$**
Extended Rate Charges:					
Item	*Description*	*Unit Price*	*Unit of Measure*	*Estimated Quantity*	*Extended Cost (Unit Price x Qty)*
3.	**Remote Plan Review**	**$**	**Per Hour**	**160 Hours**	**$**
4.	**Subtotal – Extended Rate Charges**				**$**
5.	**Grand Total – Standard Rate Charges and Extended Rate Charges**				**$**

1. **Remote Plan Review:** Hourly rate includes all costs associated with Building Code Plans Review Services. No additional compensation will be considered for fuel, overhead, materials, testing equipment or administration.

2. **Standard Rate Charges:** Standard Rate Charges shall apply to hours performed during the standard forty (40) hours Work Week by each individual Assigned Employee.

3. **Extended Rate Charges**: Extended Rate Charges shall only apply to work performed specifically for hours worked in excess of forty (40) hours worked during any specific Work Week by each individual Assigned Employee.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the Procurement Services Office for the price set forth herein in Attachment "F". The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

_____ _____

Authorized Signatory Printed Name

_____ _____

Title Date

Firm Name: _____

Mailing Address: _____

Phone/Fax/E Mail Address: _____

Purchase Order Delivery E-Mail:_____

NOTARY:

STATE OF _____)

COUNTY OF _____)

Sworn and Subscribed before me this _____ day of _____, 20 _____
Personally known:_____

Or Produced Identification:_____

Notary Public- State of: _____ Commission Expires:_____

Authorized Signature:_____ Date: _____

>>>FAILURE TO SUBMIT THIS FORM MAY BE GROUNDS FOR DISQUALIFICATION OF YOUR SUBMITTAL<<<

ATTACHMENT "G"
PROPOSED SCHEDULE OF SUBCONTRACTOR PARTICIPATION
(WITH MWBE, SDVBE, and LSBE DESIGNATION)

☐ Subcontractors will not be utilized for this project.

Name of Contractor/Consultant:						
Project Title: Contracted Residential Plans Review Services				Project Number: RFP-23-13844-MM		
Date:				Total Project Amount:		
Subcontractor Name	**Subcontractor Minority Code (if applicable)**	**Phone number**	**Scope of Work to be Subcontracted**	**Dollar Value**	**Percentage of Total Project Amount**	**Certifying Agency**

Minority Code	Code Description	Minority Code	Code Description
AA	African American	W	Woman
A	Asian/Pacific Islander	SDVBE	Service Disabled Veteran
H	Hispanic	LSBE	Local Small Business Enterprise
NA	Native American		

		Total Dollar Value	Percentage of Total Project Amount
TOTAL	Minority Participation	_____	_____

The Proposer, _____, will enter into a formal agreement with the Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with Osceola County.

I declare that I have read the terms and conditions of the solicitation and the statement in this bid submission are true to the best of my knowledge.

Signature: _____ Date: _____

Print Name: _____ Title: _____

ATTACHMENT "H"
ADDENDUM ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # _____ through # _____ Initial: _____ Date: _____
Company Name	Company Address
Authorized Signatory (Signature):	
Printed Name:	Title:

>>>FAILURE TO SUBMIT THIS FORM MAY BE GROUNDS FOR DISQUALIFICATION OF YOUR SUBMITTAL<<<

ATTACHMENT "I"
ARTICLES OF INCORPORATION / CORPORATE DOCUMENTS

Bidder/Proposer must include a copy of their **State Certificate of Good Standing/Articles of Incorporation**, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

1. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
2. A copy of a resolution listing the members of staff as authorized signatories for the company.
3. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Complete the information below and submit with the bid or proposal:

Type of Organization:

_____ Corporation _____ Partnership _____ Non-Profit

_____ Joint Venture _____ Sole Proprietorship

State of Incorporation: _____

Principal Place of Business: _____
City/County/State

Federal I.D. or Social Security number: _____

>>>FAILURE TO SUBMIT THIS FORM MAY BE GROUNDS FOR DISQUALIFICATION OF YOUR SUBMITTAL<<<

ATTACHMENT "J"
VENDOR DEMOGRAPHICS SURVEY

Company Name: _____
Company Address: _____
City, State, and Zip: _____
Telephone: _____ Fax: _____ Email: _____

1. How many people comprise your workforce? _____
2. Based on your current workforce, how many employees are residents of Osceola County? _____
3. Is your company currently certified as a Local Small Business Enterprise, minority, woman, or service-disabled veteran owned business (MWBE or SDVBE) with Osceola County? (For more info, call (407) 742-0900 prior to RFP due date.)

   _____ Yes _____ No

   If yes, please enclose a copy of your Certificate with your RFP submission.
4. Based on your total workforce, please provide the number of workers your company employees by the ethnic affiliations listed in the chart below.

	Male	**Female**
Hispanic / Latino		
Caucasian / White		
African American/Black		
Asian / Pacific Islander		
American Indian / Native American		

Thank you for participating in this survey.

Preparer's Name (print please): _____

Preparer's Signature: _____

Date: _____

Rev. June 2011

ATTACHMENT "K"

Osceola County Board of County Commissioners
SUBSTITUTE W-9/VENDOR UPDATE FORM

This form is to be used by Divisions/Departments/Offices to request the Comptroller's Office to add a vendor currently not in the OneSolution System. Vendor to complete the information on this form.

Please print or type

Name (as shown on your income tax return). Name is required on this line; do not leave line blank.		
Business Name/disregarded entity name, if different from above		
Physical Address (Number, Street and Apt. or Suite No., City, State and ZIP Code (5 + 4)		
Contact Person	Phone # (w/area code)	Fax #(w/area code)
Email Address (1)	Web Site Address	
Remittance Address (Number, Street and Apt. or Suite No./ or PO Box No., City, State and ZIP Code (5 + 4)		

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). Foreign person to complete applicable W-8.

Social security number

or

Employer identification number

Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►....____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►.... _____

Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exempt from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

Are any officers, owners, or partners employees of Osceola County? ☐ Yes ☐ No

Part II **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ►** **Date ►**

***Osceola County collects your social security number for the following purposes: classification of accounts; identification and verification; billing and payments; reconciliation, tracking, and tax reporting. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.**

To be completed by the Division/Department/Office		
Requestor	Division/Department/Office	Date

To be completed by the Comptroller's Office		
Vendor #	Clerk's Initials	Date

ATTACHMENT "L"
CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES
(CONTRACTS OF $1,000,000.00 OR MORE)

Respondent/Contractor Name: _____

Contractor FEIN: _____

Contractor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars ($1,000,000.00) or more that are on the Scrutinized Companies Lists enumerated in Section 287.135, Florida Statutes.

As the person authorized to sign on behalf of the Respondent/Contractor, I hereby certify that the company identified above in the section entitled "Respondent/Contractor Name" is not listed on the Scrutinized Companies Lists. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the Respondent/Contractor to termination of the Agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY: _____ Date: _____
Authorized Signature

Print Name: _____

Print Title: _____

ATTACHMENT "M"
SOLICITATION RESPONSE IDENTIFICATION LABEL

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below, and affix the label on the outer surface of the envelope or package.

Osceola County requests that all visitors check-in at the Procurement Services reception desk. If you are hand-delivering a solicitation, a time/date stamp is available at the reception desk. The solicitation submittal envelope or package and label will be date stamped by a receptionist who will notify the appropriate Procurement staff. A record of all deliveries and delivery times will be documented at the Procurement Services reception desk and such record will be retained by Procurement Services.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR SOLICITATION REPLY ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

OSCEOLA COUNTY

SEALED BID***DO NOT OPEN*****SEALED BID*****DO NOT OPEN**

SOLICITATION NUMBER	**RFP-23-13844-MM**	
SOLICITATION TITLE	**Contracted Residential Plans Review Services**	
PROCUREMENT ANALYST	**Mildred Maldonado**	
DUE DATE	**Tuesday, July 18, 2023**	**TIME: 2:00 P.M. Local Time**

BIDDER TO PROVIDE /COMPLETE INFORMATION BELOW

FROM FIRM NAME	
FIRM ADDRESS	
CITY, STATE, ZIP	

PLEASE DELIVER TO OSCEOLA COUNTY PROCUREMENT SERVICES OFFICE.
1 Courthouse Square, Suite 2300
Kissimmee FL 34741

Bids may not be delivered to any other Osceola County office location. It is BIDDER'S responsibility to ensure that the bid is received in the Procurement Services Office by the stated date and time. Any bid received after this date and time will not be accepted or considered.

Addendum 1	**OSCEOLA COUNTY** **BOARD OF COUNTY COMMISSIONERS** **Procurement Services Office** *1 Courthouse Square, Suite 2300 -- Kissimmee, Florida 34741* *Phone: (407) 742-0900 Fax: (407) 742-0901*

TO: All Proposers
FROM: Mildred Maldonado
SUBJECT: Contracted Residential Plans Review
DATE: **July 13, 2023**

REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.

CLARIFICATION/QUESTIONS/ANSWERS

I. Clarification

The Proposal due date has been extended from ~~Tuesday, July 18, 2023, at 2:00PM~~ local time to **Tuesday, July 25, 2023, at 2:00PM local time.**

II. Questions and Answers

Q1. We were wondering if this RFP has any incumbents or if this is a new continuous services contract? Thank you and we look forward to hearing from you.
A1. This is a new engagement, there are no incumbents.

Q2. Section I.D.2. "The Contractor must possess a current State of Florida Standard Plans Examiner Certificate for plans review", can you clarify what this certificate is and is it held by the company or the assigned plan reviewer?
A2. All plans reviewers must possess a state certified and issued license within the category/trade for the service of plan review provided i.e., Plumbing, Electrical, Mechanical etc. It is held and verified for each provider upon granting of contract.

Q3. Section II. F. 1. "Personnel employed by the Contractor to perform plans review services must possess a current license issued by the Department of Business and Professional Regulations, Building Code Administrators, and Inspectors Board (BCAIB), can the County clarify what the name of this certificate is?
A3. Plans examiner license.

Q4. If a firm is currently in negotiations with the County for RFP-23-13476-MM Contracted Building Inspections and Plans Review Services, are they precluded from pursuing this opportunity?
A4. No.

Q5. Please elaborate on why the County is advertising another RFP for a Scope of Services on residential plan review services. The services for residential plan review are already included in the current contract (RFP-23-13476-MM).
A5. The County continues to experience tremendous growth and with development the demand for residential plan reviews continues to increase. The purpose of this solicitation is to expand the pool of qualified providers to ensure the County can meet the demand for services.

Addendum	OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS
1	**Procurement Services Office** *1 Courthouse Square, Suite 2300 -- Kissimmee, Florida 34741* *Phone: (407) 742-0900 Fax: (407) 742-0901*

This addendum supersedes any verbal or other instructions given to any proposer qualified to respond pursuant to the requirements set forth in RFP-23-13844-MM. All other parts of the RFP have been maintained as originally distributed.

Acknowledgment is hereby made of Addendum #1

_____

Signature of Proposer **Date**

c: File

EXHIBIT 2

Underlying Agreement between
Osceola County and Willdan Engineering, Inc.
for Supplemental Contracted Residential Plans Review Services

AGREEMENT

THIS AGREEMENT is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY", and WILLDAN ENGINEERING, INC., 200 South Orange Avenue, Suite 1550, Orlando, Florida 32801, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Supplemental Contracted Residential Plans Review Services, pursuant to **RFP-23-13844-MM,** and

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

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

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

SECTION 1. TERM.

The Term of this Agreement shall begin execution by the COUNTY, and continue through September 30, 2026, and may be extended when in the best interest of the County.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

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

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the COUNTY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the COUNTY, or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the COUNTY in accordance herewith.

C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

D. The CONTRACTOR will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the COUNTY's stated scope of services and industry standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

A. The amount to be paid under this Agreement for services rendered will not exceed One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) annually, for a total not to exceed amount of Four Hundred Fifty Thousand and 00/100 Dollars ($450,000.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.

B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

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

Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION.

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

This Agreement may be terminated by the COUNTY, without penalty to the COUNTY, i) in the event that CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes, or ii) if the COUNTY determines that CONTRACTOR falsely certified to the COUNTY that CONTRACTOR is not listed as a scrutinized company. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes. Certification is set forth in **Exhibit "C"**, which is attached hereto and made a binding part hereof.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 8. INSURANCE.

A. The CONTRACTOR shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the COUNTY, in the form of a certificate prior to the start of any work, nor shall the CONTRACTOR allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The CONTRACTOR shall maintain the following types of insurance, with the respective minimum limits:

1. AUTOMOBILE LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars ($1,000,000.00) – Any Auto:

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence:

3. DAMAGE TO RENTED PREMISES – Fifty Thousand Dollars ($50,000.00) Any single occurrence:

4. MEDICAL EXPENSES: Five Thousand Dollars ($5,000.00), any one person;

5. PERSONAL & ADVERTISING INJURY: One Million Dollars ($1,000,000.00);

6. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE; One Million Dollars ($1,000,000.00)

8. EXCESS/UMBRELLA COVERAGE: One Million Dollars ($1,000,000.00); and,

9. WORKERS' COMPENSATION: Employers liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the COUNTY in the event of litigation against same.

C. The CONTRACTOR shall name the "Osceola County Board of County Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the COUNTY with proof of same.

D. The CONTRACTOR shall provide the COUNTY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,

7. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
8. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

Osceola County Board of County Commissioners **c/o Director of Human Resources** **1 Courthouse Square, Suite 4200** **Kissimmee, Florida 34741**

E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

F. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

SECTION 9. COUNTY OBLIGATIONS.

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

SECTION 10. 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 effect whatsoever on this Agreement.

SECTION 11. 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 Osceola 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 12. PUBLIC RECORDS.

A. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

Public Information Office
1 Courthouse Square, Suite 2401
Kissimmee, Florida 34741
407 742-0100
BCCPIO@osceola.org

B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the COUNTY to perform the service.

2. 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 by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all

public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. 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 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.

5. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

SECTION 13. INDEPENDENT CONTRACTOR.

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

SECTION 14. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 15. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 16. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, 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 COUNTY 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. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 17. SOVEREIGN IMMUNITY.

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

SECTION 18. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 19. BINDING EFFECT.

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 21. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 22. 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, condition, or right of election, but same shall remain in full force and effect.

SECTION 23. 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 COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY 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:

COUNTY: Osceola County
Attention: Procurement Services
1 Courthouse Square, Suite 2300
Kissimmee, Florida 34741

CONTRACTOR: Willdan Engineering, Inc.
Attention: Patrick Johnson, PE, CBO
200 South Orange Avenue, Suite 1550
Orlando, Florida 32801

SECTION 24. 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 25. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. ADMINISTRATIVE PROVISIONS.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in

no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 28. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 29. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

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

SECTION 30. JOINT AUTHORSHIP.

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

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY, 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 COUNTY 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 COUNTY 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 COUNTY. The COUNTY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 33. PROJECT MANAGERS.

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

A. The COUNTY Project Manager's contact information is as follows:

Steven W. Whitmore, Director
Osceola County Office of Building Safety
1 Courthouse Square, Suite 2100
Kissimmee, Florida 34741
Office: (407) 742-0360
Email: steven.whitmore@osceola.org

B. The CONTRACTOR Project Manager's contact information is as follows:

Patrick Johnson, PE, CBO
Willdan Engineering, Inc.
200 South Orange Avenue, Suite 1550
Orlando, Florida 32801
Office: (909) 963-0565
Email: pjohnson@willdan.com

SECTION 34. PUBLIC EMERGENCIES.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a "first priority" basis. The COUNTY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the COUNTY with products and/or services not under this Agreement, the COUNTY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the later of the dates that each party signed this Agreement.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: _____
Chair/Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: _____
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of County Commissioners meeting of:

11/06/2023

WILLDAN ENGINEERING, INC.

By: _____

Print: Patrick Johnson

Title: Director - Building and Safety

Date: September 12, 2023

STATE OF CA
COUNTY OF SAN BERNARDOO

The foregoing instrument was executed before me by means of __ physical presence or, __online notarization, this 12 day of September 2023, by Patrick Johnson as Director of Willdan Engineering, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced Drivers License as identification.

PRISCILLA VASQUEZ
COMM. 62216277
NOTARY PUBLIC-CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires Jan. 9, 2024
(Stamp)

_____
NOTARY PUBLIC, State of CA

Exhibit "A"
Scope of Services

A. Scope of Services.

The CONTRACTOR shall perform residential plans review services for the COUNTY on an as-needed basis. Services shall be provided in accordance with, and pursuant to, the Florida Building Codes and other applicable federal, state and local law, rules, regulations and requirements.

B. Service Requirements.

The CONTRACTOR must be capable of performing Florida Building Code compliant residential remote plan reviews.

C. Assigned Employees.

The CONTRACTOR shall provide individuals, as noted above, herein identified as an Assigned Employee(s) that will perform services for Osceola County.

1. The CONTRACTOR's Assigned Employee shall provide a variety of expert consulting services to the Osceola County Building Office, including Contracted Plans Review Services.
2. All Assigned Employees are employees of the CONTRACTOR and are not, and will not be considered, employees of the COUNTY.
3. The CONTRACTOR shall select employees that meet the requirements noted herein and provide them for use by COUNTY based upon their qualifications, certifications licenses and experience as an Assigned Employee.
4. The CONTRACTOR shall notify any Assigned Employees they are not an employee of the COUNTY 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.

D. Assigned Employee Equipment.

The CONTRACTOR shall provide all equipment necessary to perform building code remote plan reviews, including but not limited to, cellular phones, computers, code books, and other items required to complete each plan review.

E. The Contactor and Assigned Employee Personnel Appearance.

The CONTRACTOR's Assigned Employees shall be physically able to perform all requirements of their assigned positions and conduct themselves in a courteous, positive, and professional manner always.

F. **Assigned Employee Licensure.**

1. Personnel employed by the CONTRACTOR to perform plans review services must possess a current license issued by the Department of Business and Professional Regulations, Building Code Administrators, and Inspectors Board (BCAIB) and may only perform Residential Plans Review services that are within the disciplines covered by that person's licensure or certification under Florida Statue Chapter 468, Chapter 471, or Chapter 481.
2. The names of all personnel and a copy of each license issued to personnel employed by the CONTRACTOR to perform residential plans review services shall be provided to the COUNTY's Building Official, or his designee, prior to award of contract.

G. **Timing of Service Performance.**

The CONTRACTOR and its Assigned Employees, as applicable, shall be required to perform building code plans review services in the manner described herein.

The CONTRACTOR shall be required to perform remote building code plan review services in the following manner:

a. The COUNTY will inform the contracted firm(s) through our automated plan review program of the plan reviews that have been assigned to them on a daily basis.
b. The contracted firm(s) shall conduct the requested plan reviews the day following the notification by the COUNTY.
c. In the event the project cannot be reviewed, the contracted firm(s) shall notify the Osceola County Building Office to coordinate a projected schedule for the assigned plan reviews.

H. **CONTRACTOR's Assigned Employee, Operational Hours and Time-off Requests.**

1. The CONTRACTOR's Assigned Employee for positions noted herein are for semi-permanent assignment whether full time or part time for the duration of the agreement, including amendments.
2. When the COUNTY accepts an assigned employee from the CONTRACTOR it shall be for a regular work schedule.
3. If the CONTRACTOR finds it necessary to remove this Assigned Employee or if the Assigned Employee quits, the CONTRACTOR shall refill this Assigned Employee position at the COUNTY with another like (licensed) Assigned Employee as quickly as possible.
4. Through the CONTRACTOR, the assigned employees shall submit requests for time-off two weeks in advance; requests submitted to the CONTRACTOR and provided to the COUNTY are subject to the COUNTY's approval based on the needs of the Department.

I. **Documentation.**

1. The CONTRACTOR shall report to the COUNTY's Building Official, or his designee, any condition that poses an immediate threat to public safety, health, and welfare.

2. Upon completion of the assigned plan reviews, the contracted firm(s) shall record reviewed plans and comments within the Department's on-line data-based program (Accela).
3. Each completed plan review record, indicating pass or fail and applicable conditions, shall be posted within the computer system.
4. The CONTRACTOR shall be responsible for ensuring the provision of information related to plans revise services and shall ensure the information is provided in the COUNTY's online data-based application as noted herein.

J. **Staff Sufficiency.**

Osceola County reserves the right to request the CONTRACTOR to replace an Assigned Employee when repeated performance deficiencies are noted. While Osceola County will work with the CONTRACTOR to remedy deficiencies identified, the CONTRACTOR agrees to provide a replacement Assigned Employee within eight (8) business hours upon request.

K. **Assigned Employees' Work – Application of Standard Rate Charges and Extended Rate Charges.**

1. If the CONTRACTOR's Assigned Employee works up to forty (40) hours per Work Week, the CONTRACTOR shall charge the COUNTY using the Standard Rate Charge per hour, for each hour worked up to forty (40) hours during the Work Week.
   a) The Work Week is defined as Saturday at 12:00:00 AM to Friday at 11:59:59 PM of any given week.
   b) For reference, the COUNTY's Building Department operating hours are 7:30 AM to 3:30 PM, Monday through Friday, with a half hour lunch break.
   c) Where applicable, the COUNTY will review requests for a variable daily schedule. If approved, the COUNTY will notify the CONTRACTOR and the CONTRACTOR's Assigned Employee in writing, with the approved schedule noted.
2. If any Assigned Employee works more than forty (40) hours in a Work Week, the CONTRACTOR may charge the COUNTY the Extended Rate Charge, for each additional hour beyond the forty (40) hours worked during the Work Week.
3. If, during the performance of work herein, it is apparent the Assigned Employee will work additional hours beyond the initial forty (40) hours per Work Week, the CONTRACTOR will notify the COUNTY. If the COUNTY needs the CONTRACTOR's Assigned Employee to work additional hours beyond the initial forty (40) hours per Work Week, the COUNTY will notify the CONTRACTOR. The COUNTY will be able to review, approve or reject, in advance the performance of work in addition to the forty (40) hours in writing.
4. The performance of hours beyond the initial forty (40) hour per individual Assigned Employee will be billed at the Extended Rate Charge.
5. The Extended Rate Charge will only be applied to hours worked by each individual Assigned Employee during a specific Work Week in excess of forty (40) hours.
6. The CONTRACTOR, when charging for services using the Extended Rate Charge, shall identify the specific hours being charged as "Extended Rate Charges".

L. **CONTRACTOR's Hourly Rates and Invoicing.**

Remote Plans Review:

a. The CONTRACTOR's cost to provide Remote Plan Review Services is all inclusive.
b. No additional compensation will be considered for mileage, fuel, overhead, materials, testing equipment or administration.
c. Remote plan reviewers are to work from remote locations and shall bill working time only as required to complete their assigned plan reviews.
d. Invoices shall be submitted to the Osceola County Building Office monthly and shall include the Building Permit Number, date of plan review performed, and total hours worked by Permit Number

M. **Provision of Additional Services.**

The COUNTY reserves the right to negotiate with the CONTRACTOR for the provision of additional services similar in nature. This includes, but is not limited to, additional inspection services, nationally recognized testing laboratory services, architects, engineers, and other like services that may be required on an as-needed basis.

N. **Semi-Annual Review:** The CONTRACTOR agrees to review any resulting agreements with the COUNTY on a semi-annual basis.

Exhibit "B"
Willdan Engineering, Inc.
Pricing Schedule

Item	*Description*	*Unit Price*	*Unit of Measure*
1.	Remote Plan Review: Standard Rate Charge	$100.00	Per Hour
2.	Remote Plan Review: Extended Rate Charge	$150.00	Per Hour

1. **Remote Plan Review:** Hourly rate includes all costs associated with Building Code Plans Review Services. No additional compensation will be considered for fuel, overhead, materials, testing equipment or administration.

2. **Standard Rate Charges:** Standard Rate Charges shall apply to hours performed during the standard forty (40) hours Work Week by each individual Assigned Employee.

3. **Extended Rate Charges:** Extended Rate Charges shall only apply to work performed specifically for hours worked in excess of forty (40) hours worked during any specific Work Week by each individual Assigned Employee.

Exhibit "C"

Contractor Certification Regarding Scrutinized Companies
(Contracts of $1,000,000.00 or more)

Respondent/Contractor Name: **WILLDAN ENGINEERING**

Contractor FEIN: 95-2295858

Contractor's Authorized Representative Name and Title: Patrick Johnson, Director of Building & Safety

Address: 2401 E Katella Avenue, Suite 300

City: Anaheim State: CA Zip: 92806

Phone Number: 714-940-6300

Email Address: pjohnson@willdan.com

Section 287.135, Florida statutes, prohibits local governments from contracting with companies, for goods or services of one million dollars ($1,000,000.00) or more that are on the Scrutinized Companies Lists enumerated in Section 287.135, Florida Statutes.

As the person authorized to sign on behalf of respondent, I hereby certify that the company identified above in the section entitled "respondent contractor name" is not listed on the Scrutinized Companies List. I understand that pursuant to section 287.135, Florida statutes, the submission of a false certification may subject company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY: _____ Date: October 19, 2023

Authorized Signature

Print Name: Patrick Johnson

Print Title: Director of Building and Safety

ACTION BY UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
WILLDAN ENGINEERING
September 9, 2022

The undersigned, constituting all of the members of the board of directors of Willdan Engineering, acting pursuant to the authority of Corporations Code Section 307(b), hereby take the following actions by unanimous written consent:

BE IT RESOLVED, that Patrick Johnson, PE, CBO, Director of Building and Safety for Willdan Engineering is hereby authorized to submit proposals to Osceola County for Request for Proposal No. RFP-22-12978-TP, Contracted Building Inspections and Plans Review Services.

BE IT FURTHER RESOLVED, that Patrick Johnson, PE, CBO, Director of Building and Safety for Willdan Engineering, is authorized and approved to bind the firm, with signatures, to any contract resulting from this proposal, attested to by Cathaleen D. Steele, Assistant Secretary.

BE IT FURTHER RESOLVED, that this action is taken by the Board to be effective on the date first above written.

Dated: September 9, 2022

Thomas D. Brisbin, Sole Director

ATTEST:

Cathaleen D. Steele, Assistant Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/9/2023 | 9/13/2023

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

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

PRODUCER Lockton Insurance Brokers,LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Property Casualty Company of America	25674
INSURED 1514460 Willdan Engineering 2401 East Katella Avenue, Suite 300 Anaheim, CA 92806	INSURER B : Allied World Surplus Lines Insurance Company	24319
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES WILLD01 **CERTIFICATE NUMBER:** 19891080 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Emp. Benefits Liab. [X] Contr. Liab. Incl. GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	P-630-7T016289-TIL-22	11/9/2022	11/9/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	N	810-7T01965A-22-43-G	11/9/2022	11/9/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	N	CUP-7T021969-22-43	11/9/2022	11/9/2023	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB-7T02108A-22-43-G	11/9/2022	11/9/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Arc/Eng. Prof.	N	N	0313-5950	11/9/2022	11/9/2023	Per Claim:$2,000,000 Aggregate:$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
RE: Residential Plans Review Services. Osceola County Board of County Commissioners and Osceola County are included as Additional Insured(s) in accordance with the provisions of the General Liability, Automobile Liability and Umbrella Liability policies. The General Liability, Automobile Liability and Umbrella Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the provisions of the policies. See the next page. . .

CERTIFICATE HOLDER

19891080
Osceola County Board of County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Suite 4200
Kissimmee, FL 34741

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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A Waiver of Subrogation is granted in favor of Osceola County in accordance with the policy provisions of the General Liability and Workers' Compensation policies. Policies include 30-days' notice of cancellation (except 10 days for non-payment of premium) and the provisions of each policy govern how notice of cancellation may be delivered to Certificate Holder. Professional Liability: Claims Made. Retro Date: 1/1/1962. Umbrella Liability follows form over General Liability, Auto Liability and Employers Liability as per the policy language.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/9/2023 | 9/13/2023

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

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

PRODUCER: Lockton Insurance Brokers,LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : ACE American Insurance Company — 22667
INSURED 1516506 Willdan Engineering 2401 East Katella Avenue, Suite 300 Anaheim, CA 92806	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES WILLD01 **CERTIFICATE NUMBER:** 19893147 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A						E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	Cyber	Y	N	D94933924	11/9/2022	11/9/2023	Per Claim/Aggregate:$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
RE: Residential Plans Review Services. Osceola County Board of County Commissioners and Osceola County are included as Additional Insured(s) in accordance with the provisions of the Cyber Liability policy. The Cyber Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the provisions of the policy.

CERTIFICATE HOLDER

19893147
Osceola County Board of County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Suite 4200
Kissimmee, FL 34741

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Foreign Profit Corporation
WILLDAN ENGINEERING INC.

Filing Information

Document Number	F21000004558
FEI/EIN Number	95-2295858
Date Filed	08/10/2021
State	CA
Status	ACTIVE

Principal Address

2401 E KATELLA AVE STE 300
ANAHEIM, CA 92806

Mailing Address

2401 E KATELLA AVE STE 300
ANAHEIM, CA 92806

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 07/14/2023

Officer/Director Detail

Name & Address

Title Director

BRISBIN, THOMAS
2401 E KATELLA AVE STE 300
ANAHEIM, CA 92806

Title Secretary

NGUYEN, KATE
2401 E KATELLA AVE STE 300
ANAHEIM, CA 92806

Title Treasurer, CFO

EARLY, CREIGHTON K
2401 E KATELLA AVE STE 300
ANAHEIM, CA 92806

Title President

Munoz, Vanessa
2401 E KATELLA AVE STE 300
ANAHEIM, CA 92806

Annual Reports

Report Year	Filed Date
2022	04/11/2022
2023	03/02/2023
2023	07/14/2023

Document Images

07/14/2023 – AMENDED ANNUAL REPORT	View image in PDF format
03/02/2023 – ANNUAL REPORT	View image in PDF format
09/22/2022 – AMENDED ANNUAL REPORT	View image in PDF format
04/11/2022 – ANNUAL REPORT	View image in PDF format
08/10/2021 – Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$2,000,000** single limit per occurrence

☐ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Contractor shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Contractor or anyone employed or utilized by the Contractor/Vendor/Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Firm/Vendor/Proposer shall ensure that all subs, if applicable, comply with the same insurance requirements that he is required to meet. The same Firm/Vendor/Proposer shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

= = = =

EXHIBIT 4

Human Trafficking Affidavit

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Fla. Stat. § 787.06(14), as amended, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the **CITY OF MOUNT DORA** (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (referred to herein as the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of **WILLDAN ENGINEERING, INC.**, and I am authorized to provide this Affidavit on behalf of the Nongovernmental Entity.
3. The Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use "coercion" for "labor" or "services," as those terms are defined in Fla. Stat. § 787.06, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use "coercion" for "labor" or "services," the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and attest that the statements made herein are true and are made for the benefit of and reliance by the Governmental Entity.

_____ Willdan Engineering, Inc.
Authorized Signature Company

Vanessa Munoz President
Printed Name Title

SEE ATTACHED

STATE OF _____

COUNTY OF _____

The foregoing was sworn to or affirmed before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____ 2026, by _____, who personally swore/affirmed that he/she is authorized to execute this Agreement and thereby bind the **WILLDAN ENGINEERING, INC.**, and who ☐ is personally known to me or ☐ has produced _____ as identification.

(stamp)

_____

NOTARY PUBLIC, State of _____

CALIFORNIA JURAT **GOVERNMENT CODE § 8202**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 12 (Date) day of August (Month), 2026 (Year), by

(1) Vanessa Muñoz

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature Annette M Zamora Notary Public
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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

DATE: **August 18, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Ratification of the Forty-first and Forty-second Extensions of **Resolution No. 2025-45**, Declaring a Local State of Emergency Related to October 26-October 27, 2025 Flood Event

Introduction:

This is a request for Council to ratify the Forty-first and Forty-second Extensions of Resolution No. 2025-45, Local State of Emergency Related to October 26-October 27, 2025 Flood Event.

Discussion:

Section 252.38(3)(a)(5), Florida Statutes, authorizes municipalities to declare a local state of emergency for a duration of seven (7) days, which may be extended in additional seven-day increments as necessary. During such time, the City may waive procedures and formalities otherwise required by general law, ordinance, or local policy, and may take any prudent action necessary to ensure the health, safety, and welfare of the community.

On October 27, 2025, in response to the flooding event occurring between October 26 and October 27, 2025, Mayor Homich signed Resolution No. 2025-45, declaring a local state of emergency within all territory inside the legal boundaries of the City of Mount Dora for a seven-day duration. On the same date, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency. On October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event.

City of Mount Dora Resolution No. 2025-45 was ratified at a City Council Special Meeting on October 29, 2025, at which a quorum of the City Council was present.

Chapter 252, *Florida Statutes,* and Resolution 2025-45 permit the mayor, City Manager or his or her designee, to extend a local state of emergency if a quorum of the City Council is unavailable. Due to the ongoing suffering caused by the October 26-27, 2025 Flood Event, 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 January 26, 2026. 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/Signed	Date Ratified by City Council	Extension Expires
1st	11/03/2025	11/04/2025	11/10/2025
2nd	11/10/2025	11/18/2025	11/17/2025
3rd	11/17/2025	11/18/2025	11/24/2025
4th	11/24/2025	12/02/2025	12/01/2025
5th	12/01/2025	12/02/2025	12/08/2025
6th	12/08/2025	12/16/2025	12/15/2025
7th	12/15/2025	12/16/2025	12/22/2025
8th	12/22/2025	01/06/2026	12/29/2025
9th	12/29/2025	01/06/2025	01/05/2026
10th	01/05/2026	01/06/2026	01/12/2026
11th	01/12/2026	01/20/2026	01/19/2026
12th	01/19/2026	01/20/2026	01/26/2026
13th	01/26/2026	02/03/2026	02/02/2026
14th	02/02/2026	02/03/2026	02/09/2026
15th	02/09/2026	02/17/2026	02/16/2026
16th	02/16/2026	02/17/2026	02/23/2026
17th	02/23/2026	03/03/2026	03/02/2026
18th	03/02/2026	03/03/2026	03/09/2026
19th	03/09/2026	03/17/2026	03/16/2026
20th	03/16/2026	03/17/2026	03/23/2026

21st	03/23/2026	04/07/2026	03/30/2026
22nd	03/30/2026	04/07/2026	04/06/2026
23rd	04/06/2026	04/07/2026	04/13/2026
24th	04/13/2026	04/21/2026	04/20/2026
25th	04/20/2026	04/21/2026	04/27/2026
26th	04/27/2026	05/05/2026	05/04/2026
27th	05/04/2026	05/05/2026	05/11/2026
28th	05/11/2026	05/19/2026	05/18/2026
29th	05/18/2026	05/19/2026	05/25/2026
30th	05/25/2026	06/02/2026	06/01/2026
31st	06/01/2026	06/02/2026	06/08/2026
32nd	06/08/2026	06/16/2026	06/15/2026
33rd	06/15/2026	06/16/2026	06/22/2026
34th	06/22/2026	07/07/026	06/29/2026
35th	06/29/2026	07/07/2026	07/06/2026
36th	07/06/2026	07/07/2026	07/13/2026
37th	07/13/2026	07/21/2026	07/20/2026
38th	07/20/2026	07/21/2026	07/27/2026
39th	07/27/2026	08/04/202	08/03/2026
40th	08/03/2026	08/04/2026	08/10/2026
41st	08/10/2026	08/18/2026	08/17/2026
42nd	08/17/2026	08/18/2026	08/24/2026

Budget Impact:

In the event any expenses are incurred as a result of the flood event, 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:

Strategic Initiative 3: Strengthen and Expand Mount Dora's Infrastructure

Recommendation:

City Council ratify the Forty-first and Forty-second Extensions of Resolution No. 2025-45, Local State of Emergency Related to the October 26-October 27, 2025 Flood event.

Attachment(s):

1. 08.18.2026.FORTY-FIRST EXTENSION OF RESOLUTION 2025-45
2. 08.18.2026.FORTY-SECOND EXTENSION OF RESOLUTION 2025-45

Prepared by: Jeanann Hand, City Clerk
Reviewed by:

Whitney Donovan, Purchasing Coordinator	Approved - 7/20/2026
Matthew Dodson, Budget Officer	Approved - 7/20/2026
Jennifer Gates, Finance Director	Approved - 7/20/2026
City Attorney, City Attorney	Approved - 8/12/2026
Jeanann Hand, City Clerk	Approved - 8/12/2026
Vince Sandersfeld, City Manager	Final Approval - 8/12/2026

FORTY-FIRST EXTENSION OF RESOLUTION 2025-45

WHEREAS, on October 27, 2025, the City of Mount Dora declared a local state of emergency by adoption of Resolution No. 2025-45 due to severe flooding resulting from significant rainfall occurring on October 26 and October 27, 2025; and

WHEREAS, on October 27, 2025, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency; and

WHEREAS, on October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event; and

WHEREAS, on October 29, 2025, the City Council adopted and ratified Resolution 2025-45; and

WHEREAS, the flooding caused overflowing waterways, saturated soils, damage to public and private property, disruption of City services, and threats to the health, safety, and welfare of residents, visitors, and public facilities; and

WHEREAS, the City, its residents, and its facilities continue to suffer the effects of the flooding event, and emergency response, recovery, and mitigation efforts remain necessary; 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 by general law, ordinance, or 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 2025-45 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 to convene prior to the expiration of the initial 7-day emergency period; and

WHEREAS, on November 3, 2025, the City extended the declared local state of emergency until November 10, 2025; and

WHEREAS, the First Extension of Resolution No. 2025-45 was ratified by City Council at the Regular Session held November 4, 2025; and

WHEREAS, the declared local state of emergency has been extended in additional seven (7)-day increments thereafter and each extension has been duly ratified by the City Council; and

WHEREAS, it is the intent of the City of Mount Dora to extend Resolution No. 2025-45 due to the ongoing impacts of the flooding event and to ensure the continued protection of the health, safety, and welfare of the community, its residents, and public facilities.

NOW, THEREFORE, BE IT RESOLVED that effective August 10, 2026, 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 August 17, 2026.

Further extensions may be issued when prudent by the Mayor, City Manager, or his or her designee in the absence of a quorum of the City Council.

PASSED AND ADOPTED this ___ day of _____, 2026

RATIFIED AT A THE _____, 2026 CITY COUNCIL REGULAR SESSION.

_____
JAMES HOMICH, MAYOR
City of Mount Dora, Florida

_____
Vince Sandersfeld, City Manager

ATTEST:

_____
Jeanann Hand
City Clerk

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

_____
Patrick Brackins
City Attorney

FORTY-SECOND EXTENSION OF RESOLUTION 2025-45

WHEREAS, on October 27, 2025, the City of Mount Dora declared a local state of emergency by adoption of Resolution No. 2025-45 due to severe flooding resulting from significant rainfall occurring on October 26 and October 27, 2025; and

WHEREAS, on October 27, 2025, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency; and

WHEREAS, on October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event; and

WHEREAS, on October 29, 2025, the City Council adopted and ratified Resolution 2025-45; and

WHEREAS, the flooding caused overflowing waterways, saturated soils, damage to public and private property, disruption of City services, and threats to the health, safety, and welfare of residents, visitors, and public facilities; and

WHEREAS, the City, its residents, and its facilities continue to suffer the effects of the flooding event, and emergency response, recovery, and mitigation efforts remain necessary; 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 by general law, ordinance, or 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 2025-45 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 to convene prior to the expiration of the initial 7-day emergency period; and

WHEREAS, on November 3, 2025, the City extended the declared local state of emergency until November 10, 2025; and

WHEREAS, the First Extension of Resolution No. 2025-45 was ratified by City Council at the Regular Session held November 4, 2025; and

WHEREAS, the declared local state of emergency has been extended in additional seven (7)-day increments thereafter and each extension has been duly ratified by the City Council; and

WHEREAS, it is the intent of the City of Mount Dora to extend Resolution No. 2025-45 due to the ongoing impacts of the flooding event and to ensure the continued protection of the health, safety, and welfare of the community, its residents, and public facilities.

NOW, THEREFORE, BE IT RESOLVED that effective August 17, 2026, 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 August 24, 2026.

Further extensions may be issued when prudent by the Mayor, City Manager, or his or her designee in the absence of a quorum of the City Council.

PASSED AND ADOPTED this ___ day of _____, 2026

RATIFIED AT A THE _____, 2026 CITY COUNCIL REGULAR SESSION.

_____
JAMES HOMICH, MAYOR
City of Mount Dora, Florida

_____
Vince Sandersfeld, City Manager

ATTEST:

_____
Jeanann Hand
City Clerk

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

_____
Patrick Brackins
City Attorney

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

DATE: **August 18, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Meeting Minutes

Introduction:
This is a request for Council to approve meeting minutes.

Discussion:
The City Clerk prepares minutes and presents them to City Council as an opportunity to make suggestions or corrections prior to final approval.

Budget Impact:
N/A

Strategic Impact:
N/A

Recommendation:
Council approve meeting minutes.

Attachment(s):
1. 08.04.2026 Mount_Dora_City_Council_Draft_Minutes
2. 08.04.2026 CRA Draft_Minutes

Prepared by: Jeanann Hand, City Clerk
Reviewed by:
Vince Sandersfeld, City Manager Final Approval - 8/10/2026

CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION MINUTES
Mount Dora City Hall
510 N. Baker St.
Mount Dora, FL 32757
August 4, 2026, 6:00 p.m.

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Mayor James Homich called to order the Regular Session of City Council in the Mount Dora City Hall Council Chamber.

MOMENT OF SILENCE

A moment of silence and the Pledge of Allegiance to the Flag were led by Mayor Homich.

ROLL CALL

Members Present	Also Present
James Homich, Mayor	Vince Sandersfeld, City Manager
John Cataldo, District 1, Vice-mayor	Drew Smith, City Attorney
Cal Rolfson, District 2	Jeanann Hand, City Clerk
Dennis Dawson, District 3	
Marc Crail, District 4	
Nate Walker, District 5	
Doug Bryant, At-large	

BOARD APPOINTMENTS

1. Northeast Community Redevelopment Agency Advisory Committee

Councilmember Crail proposed the appointment of Franco Garcia to the Northeast CRA Advisory Committee.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE APPOINTMENT OF FRANCO GARCIA TO THE NORTHEAST CRA BOARD; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

DRAFT

PRESENTATIONS AND PROCLAMATIONS

Mayor Homich recognized the 236th birthday of the United States Coast Guard, expressing appreciation for the service and sacrifice of Coast Guard members.

1. Florida League of Cities Presentation

Florida League of Cities President Holly D. Smith addressed the Council regarding her presidential initiative of 'Building Bridges and Making Connections.'

She spoke about the League's advocacy, education, and training efforts, as well as its role in educating elected officials regarding proposed constitutional amendments affecting local government.

2. Friends of the Library Certificate of Recognition

The Council presented a Certificate of Recognition to the Friends of the Mount Dora Library for their continued support of library programs and capital projects.

3. Fiscal Year 2024-2025 Annual Comprehensive Financial Report

A representative of the City's independent auditing firm presented the Fiscal Year 2024-2025 Annual Comprehensive Financial Report. The City received an unmodified audit opinion with no material weaknesses or significant deficiencies identified.

4. Donnelly Park Urban Tree Revitalization Plan

Mark Miller, the City’s Urban Forester presented the Donnelly Park Urban Tree Revitalization Plan, which included the removal of an existing extreme-risk tree, installation of a replacement shade tree funded by Friends of the Environment, planting of two Cathedral Live Oaks funded through a $35,000 FDACS grant and future planned improvements.

PUBLIC COMMENT

Mayor Homich opened public comment.

Josh Hemingway, 1177 East Fifth Avenue, spoke about utility bills and public education on utility costs.

Charity McClarty, 1841 Montclair Court, spoke about surveillance cameras.

Mayor Homich closed public comment.

DRAFT

RECESS

At 7:01 p.m., Mayor Homich recessed the City Council meeting to convene the Community Redevelopment Agency (CRA) meeting.

Following adjournment of the CRA meeting, at 7:03 p.m., Mayor Homich reconvened the City Council meeting.

CONSENT AGENDA

1. Request Approval of Joint City-CRA Interlocal Agreement Regarding Repayment of Capital Improvement Note, Series 2018
2. Request Ratification of the Thirty-ninth and Fortieth Extensions of Resolution No. 2025-45, Declaring a Local State of Emergency Related to October 26-October 27, 2025 Flood Event

3. Request Approval of Meeting Minutes

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA AND THE CONSENT AGENDA; VICE-MAYOR CATALDO SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Request Approval of Phase I of the Simpson Farmhouse Expansion Project and Lake County Interlocal Agreement for $50,000 in Library Impact Fee Funding

Library Director Cathy Lunday presented Phase One of the Simpson House Expansion Project, including parking, stormwater, pedestrian, and site improvements. She reported that the City is seeking $50,000 in Lake County Library System impact funding toward the $146,400 engineering and site plan cost, reducing the City's anticipated share to approximately $96,400.

The project will increase parking from nine to 23 spaces, improve pedestrian connections and safety, preserve significant existing trees, and provide enhanced recreational and landscaped areas. Council discussed lighting, neighborhood pedestrian access, tree preservation, and stormwater management. Staff advised that the civil engineer will complete stormwater and drainage calculations as part of the design process.

Mayor Homich called for public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE PHASE I OF THE SIMPSON FARMHOUSE EXPANSION PROJECT AND LAKE COUNTY INTERLOCAL AGREEMENT FOR $50,000 IN LIBRARY IMPACT FEE FUNDING;

DRAFT

COUNCILMEMBER CRAIL SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

2. Request Approval of Amendment 2 to the Agreement for All-Requirements Purchase and Sale of Electric Energy with Orlando Utilities Commission

Staff presented an amendment extending the City's electric energy purchase agreement to maintain competitive electric rates. Council discussed utility bill composition, seasonal electric usage, future power supply options beyond 2030, natural gas pricing, and OUC's generation mix. Discussion also addressed improving customer communication regarding utility charges and opportunities for energy conservation.

Mayor Homich opened public comment. Josh Hemingway, 1177 East Fifth Avenue, spoke about power costs and the effects on consumers. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER WALKER TO APPROVE AMENDMENT 2 TO THE AGREEMENT FOR ALL-REQUIREMENTS PURCHASE AND SALE OF ELECTRIC ENERGY WITH ORLANDO UTILITIES COMMISSION; VICE-MAYOR CATALDO SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

3. Request Approval of Task Authorization with Faden Builders Inc. for Downtown One-Way Street Project

Staff presented the proposed task authorization for the downtown one-way street conversion project, including the conversion of Alexander, Baker, and Tremaine Streets to one-way operation. The project is intended to create additional downtown parking and improve public safety and pedestrian circulation. Council discussed public education, traffic circulation, parking enforcement, and potential operational impacts.

Mayor Homich opened public comment. Josh Hemingway, 1177 East Fifth Avenue, spoke about downtown traffic patterns and safety concerns. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE TASK AUTHORIZATION WITH FADEN BUILDERS INC. FOR DOWNTOWN ONE-WAY STREET PROJECT; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 5-2 ROLL CALL VOTE.

YES Dawson
Rolfson
Homich
Crail
Cataldo

DRAFT

NO Walker
Bryant

PRIORITY PROJECT UPDATES

Mr. Smith provided brief updates on the landfill litigation and the Witherspoon Lodge.

Parks and Recreation Director Troy Shonk spoke about programming, staffing, and the ribbon-cutting at the Nathaniel Bell Community Resource and Recreation Center.

CITY MANAGER'S REPORT

No report.

CITY ATTORNEY'S REPORT

1. Code of Ordinances Codification Review Update

The City Attorney reported there were no uncodified or codified ordinances requiring discussion.

COMMUNICATION AND REPORTS

Councilmembers reported on regional meetings, stormwater initiatives, County Commission activities and community events, and expressed appreciation for recent City maintenance efforts.

ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at approximately 8:21 p.m.

DRAFT

CITY OF MOUNT DORA, FLORIDA
CRA BOARD MEETING MINUTES
Mount Dora City Hall
510 N. Baker St.
Mount Dora, FL 32757
August 4, 2026, 6:00 p.m.

CALL TO ORDER

Having been duly advertised as required by law, at 7:01 p.m., Chairperson Homich called to order the meeting of the Downtown Community Redevelopment (CRA) Board in the Mount Dora City Hall Council Chamber.

All members were present.

ACTION ITEMS

1. Request Approval of Joint City-CRA Interlocal Agreement Regarding Repayment of Capital Improvement Note, Series 2018

Staff presented a request for approval of a Joint City/CRA Interlocal Agreement related to repayment of the debt associated with the Third and Baker grass parking lot improvements completed in 2018.

Staff explained that a recent audit identified that an interlocal agreement had not been formally executed between the City and the Downtown CRA when the debt was incurred. The Downtown CRA has been making the required debt payments, with the remaining debt anticipated to be fully paid in July 2027.

Staff noted that the remaining debt payments are included in the upcoming fiscal year budget and that the proposed agreement is intended to formalize the existing arrangement and address the audit finding.

Chairperson Homich opened public comment. No one spoke. Chairperson Homich closed public comment.

MOTION BY MR. WALKER TO APPROVE THE JOINT CITY-CRA INTERLOCAL AGREEMENT REGARDING REPAYMENT OF CAPITAL IMPROVEMENT NOTE, SERIES 2018; MR. ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at approximately 8:21 p.m.

DRAFT

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

DATE: **August 18, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Adoption of **Resolution No. 2026-22,** Approving the Series 2026 Non-Ad Valorem Refunding Revenue Bonds and Related Interlocal Agreement

Introduction:
Request approval of the financing documents necessary to convert the City's interim construction financing for the Nathaniel Bell Community Resource and Recreation Center into long-term financing. The proposed actions include City Council approval of the Series 2026 Bond Resolution and the related Interlocal Agreement with the Northeast Community Redevelopment Agency (Northeast CRA).

Discussion:
In January 2025, City Council authorized a non-revolving, draw-down Redevelopment Revenue Note to provide interim construction financing for the community resource and recreation center.

The proposed Bond Resolution authorizes the competitive sale of City of Mount Dora Non-Ad Valorem Refunding Revenue Bonds, Series 2026, in a principal amount not to exceed $17,250,000. Proceeds will refund the outstanding Series 2025 Note, pay issuance costs and, if necessary, fund remaining project costs. The resolution establishes a maximum true interest cost of 5.50 percent and a final maturity no later than December 31, 2049. It also authorizes the City Manager to conduct the competitive sale, award the bonds to the lowest conforming bidder, and finalize the financing documents within the parameters approved by Council.

Under the Interlocal Agreement, the Northeast CRA will transfer tax increment revenues to the City each year in amounts sufficient to pay principal, interest and other amounts due on the Series 2026 Bonds. The agreement will replace the 2025 interlocal agreement when the bonds are issued. Approval by both the City Council and the Northeast CRA Board is required.

Budget Impact:

The bonds are authorized in an amount not to exceed $17,250,000. Final borrowing costs and annual debt service will be determined through the competitive sale. Bond proceeds will refund the interim Series 2025 Note and pay costs of issuance. Annual debt service is expected to be paid or reimbursed from Northeast CRA tax increment revenues. The bonds are secured by the City's covenant to budget and appropriate legally available non-ad valorem revenues; no ad valorem tax revenues are pledged. If Northeast CRA revenues are insufficient in any year, the City would advance other available non-ad valorem revenues, and the Northeast CRA would be required to repay the advance with interest.

Strategic Impact:

This action supports Strategic Initiative 1, Promote Economic Development, by advancing redevelopment investment within the Northeast CRA; Strategic Initiative 4, Provide High-Quality Services, by completing the long-term financing for the community resource and recreation center; and Strategic Initiative 5, Invest in Fiscal Resources, by replacing interim financing with competitively bid long-term debt supported by CRA revenues.

Recommendation:

City Council approve Resolution No. 2026-22 authorizing the issuance of the City of Mount Dora Non-Ad Valorem Refunding Revenue Bonds, Series 2026, in an amount not to exceed $17,250,000, and approve the related Interlocal Agreement with the Northeast CRA.

Attachment(s):

1. City Bond Resolution No. 2026-22 - Agenda Submission(1011432.1)

Prepared by: Vince Sandersfeld, City Manager
Reviewed by:

Whitney Donovan, Purchasing Coordinator	Approved - 8/6/2026
Matthew Dodson, Budget Officer	Approved - 8/6/2026
Jennifer Gates, Finance Director	Approved - 8/7/2026
City Attorney, City Attorney	Approved - 8/12/2026
Jeanann Hand, City Clerk	Approved - 8/12/2026
Vince Sandersfeld, City Manager	Final Approval - 8/12/2026

RESOLUTION NO. 2026-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA AUTHORIZING THE ISSUANCE OF THE CITY OF MOUNT DORA, FLORIDA NON-AD VALOREM REFUNDING REVENUE BONDS, SERIES 2026 IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $17,250,000 FOR THE PURPOSE OF REFUNDING THE CITY'S OUTSTANDING REDEVELOPMENT REVENUE NOTE, SERIES 2025 WHICH PROVIDED INTERIM FINANCING FOR A COMMUNITY RESOURCE AND RECREATION CENTER LOCATED IN THE NORTHEAST COMMUNITY REDEVELOPMENT AREA, AND TO PAY TRANSACTION COSTS, ALL SUBJECT TO THE SATISFACTION OF CERTAIN CONDITIONS CONTAINED HEREIN; FIXING CERTAIN DETAILS OF SAID BONDS; APPROVING THE FORMS OF THE SUMMARY NOTICE OF SALE AND OFFICIAL NOTICE OF SALE WITH RESPECT TO SUCH BONDS; DELEGATING TO THE CITY MANAGER THE AUTHORITY TO DETERMINE THE PRINCIPAL AMOUNTS OF THE BONDS TO BE ISSUED AND THE BID DATE WITH RESPECT TO SUCH BONDS, TO AWARD THE SALE THEREOF TO THE LOWEST CONFORMING BIDDER BASED ON BIDS SUBMITTED AT PUBLIC SALE, AND TO DETERMINE THE TERMS OF SUCH SALE; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE; APPOINTING A BOND REGISTRAR AND PAYING AGENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A BOND REGISTRAR AND PAYING AGENT AGREEMENT; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT PERTAINING TO THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY; APPROVING THE FORM OF THE SERIES 2026 BONDS; ESTABLISHING CERTAIN FUNDS AND ACCOUNTS FOR THE SERIES 2026 BONDS; AUTHORIZING CERTAIN OFFICIALS OF THE CITY TO EXECUTE ANY DOCUMENT OR TO TAKE ANY ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE OF THE BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of the City of Mount Dora, Florida (the "City") established the Northeast Community Redevelopment Agency (the "Agency") pursuant to Chapter 163, Part III, Florida Statutes (the "Redevelopment Act"), and City Resolution No. 89-

19, as amended and supplemented from time to time, to conduct the community redevelopment purposes of the provisions of the Redevelopment Act; and

WHEREAS, City Ordinance No. 2024-07 adopted the "City of Mount Dora Northeast Community Redevelopment Agency Redevelopment Plan of 2024" (as may be amended from time to time, the "Redevelopment Plan") which, among other things, described the current boundaries of the Northeast Community Redevelopment Area and identified the need for a community resource and recreation center to be located in such area (the "Project") as a redevelopment objective thereunder; and

WHEREAS, the City provided interim construction financing for the Project by obtaining a non-revolving, draw-down loan evidenced by the City's Redevelopment Revenue Note, Series 2025 (the "Series 2025 Note"), in anticipation of a future issuance of revenue bonds or other debt obligations to permanently finance the Project; and

WHEREAS, the Series 2025 Note was issued in the principal amount of not to exceed $16,000,000 pursuant to City Resolution No. 2025-03 adopted by the City Council on January 21, 2025, and that certain Loan Agreement dated January 24, 2025 (the "Loan Agreement"), by and between the City and Regions Capital Advantage, Inc.; and

WHEREAS, the City intends to have drawn down all of the principal amount of the Series 2025 Note to finance the design, construction, acquisition, improvement, and equipping of the Project by August 28, 2026, and the Project is scheduled for completion on or before September 30, 2026; and

WHEREAS, the City Council has determined to authorize the issuance of its not to exceed $17,250,000 City of Mount Dora, Florida Non-Ad Valorem Refunding Revenue Bonds, Series 2026 (the "Series 2026 Bonds") to (i) currently refund the principal amount drawn on the Series 2025 Note and thereby provide for the long-term financing of the Project, (ii) finance any additional costs of the Project if deemed necessary by the City Manager, and (iii) pay transaction costs and expenses relating to the issuance and sale of the Series 2026 Bonds which may include the costs of bond insurance if deemed desirable by the City Manager upon the advice of the Municipal Advisor; and

WHEREAS, the Series 2026 Bonds shall be secured solely by the City's covenant to budget, appropriate and deposit non-ad valorem revenues of the City; and

WHEREAS, City Ordinance No. 546, as amended and supplemented from time to time, established a redevelopment trust fund for the purpose of carrying out redevelopment in the Northeast Community Redevelopment Area pursuant to the Redevelopment Plan (the "Redevelopment Trust Fund"); and

WHEREAS, the City and the Agency desire to enter into an interlocal agreement providing for the Agency's payment to the City of tax increment revenues deposited to the Redevelopment Trust Fund (the "Northeast Increment Revenues"), for use by the City to make

principal and interest payments on the Series 2026 Bonds when due (the "Interlocal Agreement"); and

WHEREAS, such Northeast Increment Revenues shall be a non-ad valorem revenue source available to the City to pay the principal and interest payments on the Series 2026 Bonds, but shall not be pledged as a source of security and payment for such Series 2026 Bonds; and

WHEREAS, the City intends to sell the Series 2026 Bonds pursuant to a competitive sale and wishes to delegate to the City Manager the authority to determine the bid date with respect to the Series 2026 Bonds, to award the sale thereof to the lowest conforming bidder (the "Original Purchaser") in the aggregate principal amount of not exceeding $17,250,000 for the purposes of refunding the Series 2025 Note and paying the costs of issuance with respect to the Series 2026 Bonds, and to determine the terms of such sale, all in accordance with the Official Notice of Sale; and

WHEREAS, in furtherance thereof, the City wishes to approve the forms of the Summary Notice of Sale attached hereto as Exhibit A and the Official Notice of Sale attached hereto as Exhibit B, each by reference made a part hereof; and

WHEREAS, the Official Notice of Sale is to be provided to all parties expressing an interest in the offering of the Series 2026 Bonds; and

WHEREAS, prior to the award and sale of the Series 2026 Bonds, the City will be provided all applicable disclosure information required by Section 218.385, Florida Statutes, a copy of which will be attached to or otherwise included as part of the Official Notice of Sale; and

WHEREAS, the City Council desires to approve the form of and authorize the distribution of a Preliminary Official Statement, a form of which is attached hereto as Exhibit C (the "Preliminary Official Statement") in connection with the marketing and sale of the Series 2026 Bonds, and to authorize the execution and delivery of a final Official Statement (the "Official Statement") incorporating the final details of the Series 2026 Bonds; and

WHEREAS, the City Council desires to approve the form of and authorize the execution of a Continuing Disclosure Certificate, a form of which is attached hereto as Exhibit D (the "Disclosure Certificate"); and

WHEREAS, the City Council desires to appoint a Bond Registrar and Paying Agent, and approve and authorize the execution of a Bond Registrar and Paying Agent Agreement in substantially the form attached hereto as Exhibit E (the "Bond Registrar and Paying Agent Agreement"); and

WHEREAS, the City Council desires to approve the form of and authorize the execution of the Interlocal Agreement, in substantially the form attached hereto as Exhibit F (the "Interlocal Agreement").

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

SECTION 1. AUTHORITY FOR THIS BOND RESOLUTION. This Bond Resolution of the City is adopted pursuant to the Constitution and laws of the State of Florida, Chapter 166, Parts I and II, Florida Statutes, the municipal charter of the City, and other applicable provisions of law (collectively, the "Act").

SECTION 2. DEFINITIONS. Capitalized terms used herein and not otherwise defined in the recitals above or elsewhere in this Bond Resolution shall have the following meanings. Unless the context clearly requires otherwise, as used herein, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

"Agency" shall mean the Northeast Community Redevelopment Agency established by the City pursuant to Chapter 163, Part III, Florida Statutes, and City Resolution No. 89-19, as amended and supplemented from time to time.

"Amortization Installment" means the funds to be deposited in the Redemption Account in a given Bond Year for the payment at maturity or redemption of a portion of any Series 2026 Bonds issued as Term Bonds hereunder.

"Authorized Investments" means any investment, obligation, agreement or other financial instrument to the extent not inconsistent with the terms of the investment policy of the City and applicable law.

"Bond Counsel" shall mean Bryant Miller Olive P.A., or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bond Registrar and Paying Agent" shall mean the Bond Registrar and Paying Agent for the Series 2026 Bonds appointed hereunder and any successor thereto.

"Bond Service Payment Date" shall mean the date in which any component of Debt Service Requirement becomes due, as set forth in the Official Notice of Sale.

"Bond Year" shall mean each twelve-month period beginning on October 1 and ending on September 30 or such other period as shall be determined by supplemental resolution of the City Council.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which banks in the City of Mount Dora, Florida are authorized or required to be closed.

"City Attorney" shall mean the City Attorney or his or her designee.

"City Clerk" means the City Clerk or Deputy City Clerk of the City.

"City Manager" means the City Manager of the City.

"City" shall mean the City of Mount Dora, Florida, a municipal corporation of the State of Florida.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

"Debt Service Fund" means the City of Mount Dora, Non-Ad Valorem Refunding Revenue Bonds, Series 2026 Debt Service Fund created hereunder.

"Debt Service Requirement" shall mean, for any Bond Year, the sum of the amount required to be deposited into the Debt Service Fund in such Bond Year.

"Debt Service" means principal of and interest on the Series 2026 Bonds, and other debt related costs, due in connection therewith.

"Event of Default" shall mean an Event of Default as defined in Section 21 hereof.

"Federal Securities" shall mean direct obligations of the United States of America and obligations the principal of and interest on which are fully guaranteed by the United States of America, none of which permit redemption prior to maturity at the option of the obligor.

"Finance Director" shall mean the Finance Director of the City or any assistant or deputy thereof.

"Fiscal Year" shall mean the twelve-month period commencing October 1 of each year and ending on the succeeding September 30, or such other twelve month period as the City may designate as its "fiscal year" as permitted by law.

"Holder" or "Holder of Bonds" or "Bondholder" or any similar term shall mean any person who shall be the registered owner of any outstanding Series 2026 Bonds.

"Interlocal Agreement" shall mean the Interlocal Agreement between the City and the Agency dated the date of issuance of the Series 2026 Bonds.

"Mayor" means the Mayor of the City, or in his/her absence, the Vice Mayor of the City or any designee.

"Municipal Advisor" shall mean the City's municipal advisor, Hilltop Securities Inc., Orlando, Florida, and any successor thereto.

"Non-Ad Valorem Revenues" means all revenues of the City, other than revenues generated from ad valorem taxation on real or personal property, which are legally available to make the payments on the Series 2026 Bonds.

"Northeast Community Redevelopment Area" shall mean the community redevelopment area established by the City pursuant to Chapter 163, Part III, Florida Statutes and City Ordinance No. 2020-11, as amended and supplemented from time to time.

"Pledged Revenues" means the Non-Ad Valorem Revenues deposited into the Debt Service Fund.

"Rebate Fund" shall mean the "City of Mount Dora, Florida Non-Ad Valorem Refunding Revenue Bonds, Series 2026 Rebate Fund" created hereunder.

"Record Date" means the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding the applicable Bond Service Payment Date.

"Redemption Account" means the account established within the Debt Service Fund by Section 17 hereof, into which the City shall deposit Amortization Installments for any Series 2026 Bonds issued as Term Bonds.

"Serial Bonds" means Series 2026 Bonds other than Term Bonds.

"Series 2026 Bonds" or "Bonds" shall mean the City of Mount Dora, Florida Non-Ad Valorem Refunding Revenue Bonds, Series 2026 contemplated hereunder.

"Term Bonds" means Series 2026 Bonds for which Amortization Installments are established, if any.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared as follows:

A. The WHEREAS clauses recited above are hereby incorporated herein as a part of this Bond Resolution.

B. The City is a duly constituted and validly existing municipality within the State of Florida with requisite home rule powers derived from the Constitution and Laws of the State of Florida.

C. The City deems it a public purpose and necessary, beneficial and in its best interests to issue the Series 2026 Bonds to refund the Series 2025 Note.

D. The City is authorized pursuant to the Act to borrow moneys necessary to refund the Series 2025 Note to provide permanent financing for the Project.

SECTION 4. AUTHORIZATION OF THE SERIES 2026 BONDS AND REFUNDING OF THE SERIES 2025 NOTE. The City hereby authorizes the issuance of City of Mount Dora,

Florida Non-Ad Valorem Refunding Revenue Bonds, Series 2026, in the aggregate principal amount of not to exceed $17,250,000 to (i) currently refund the principal amount drawn on the Series 2025 Note and thereby provide for the long-term financing of the Project, (ii) finance any additional costs of the Project if deemed necessary by the City Manager, and (iii) pay transaction costs and expenses relating to the issuance and sale of the Series 2026 Bonds which may include the costs of bond insurance if deemed desirable by the City Manager upon the advice of the Municipal Advisor. It is hereby ascertained, determined, and declared that it is in the best interests of the City to provide for the sale by competitive bid of the Series 2026 Bonds. The series designation and account names relating to the Series 2026 Bonds can be changed to reflect the calendar year of issue. The Series 2026 Bonds shall be in substantially the form attached hereto as Exhibit G, shall be signed by the Mayor and attested by the City Clerk, and the official seal of the City shall be imprinted on the Series 2026 Bonds.

The City hereby authorizes the refunding of the Series 2025 Note. The City Manager is authorized and directed to provide notice to Regions Capital Advantage, Inc. of the City's intent to refund and prepay the Series 2025 Note, in accordance with the Loan Agreement, at such time as may be determined by the City Manager in consultation with the Municipal Advisor.

SECTION 5. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Series 2026 Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Bond Resolution shall be deemed to be and shall constitute a contract between the City and such Holders. The covenants and agreements herein set forth to be performed by the City shall be for the equal benefit, protection and security of the legal Holders of any and all of such Series 2026 Bonds, all of which shall be of equal rank and without preference, priority or distinction of any of the Series 2026 Bonds over any other thereof, except as expressly provided therein and herein.

SECTION 6. TERMS OF BONDS.

A. The Series 2026 Bonds shall be dated the date of their delivery or such other date or dates as determined by the City Manager, and the Series 2026 Bonds shall bear interest (at a rate not to exceed the maximum rate permitted by applicable law) from their dated date, payable semiannually on February 1 and August 1 of each calendar year, commencing on February 1, 2027, or such other date as may be set forth in a Certificate of Award (the "Certificate of Award") as approved by the City Manager, at the rates, and shall mature annually on August 1 of each calendar year, or such other date as determined by the City Manager, substantially in accordance with the maturity schedule set forth or incorporated by reference in the Certificate of Award as herein contemplated. The Series 2026 Bonds shall be issued as fully registered bonds in the denomination of $5,000 each or any integral multiple thereof.

B. The Series 2026 Bonds shall be numbered from one upward preceded by the letter "R" prefixed to the number, respectively. Principal of and premium, if any, on the Series 2026 Bonds shall be payable upon presentation and surrender of such Series 2026 Bonds at maturity or upon redemption at the designated trust office of the Bond Registrar and Paying Agent.

Interest on the Series 2026 Bonds shall be paid by check or draft drawn upon the Bond Registrar and Paying Agent and mailed to the registered owners of such Series 2026 Bonds as of the Record Date at the addresses as they appear on the registration books held by the Bond Registrar and Paying Agent. The registration of the Series 2026 Bonds may be transferred as provided in Section 10 hereof.

Each Series 2026 Bond shall bear interest from the Bond Service Payment Date next preceding the date on which it is authenticated, unless authenticated on a Bond Service Payment Date, in which case it shall bear interest from such Bond Service Payment Date, or, unless authenticated prior to the first Bond Service Payment Date, in which case it shall bear interest from its date; provided, however, that if at the time of authentication, interest is in default, such Series 2026 Bond shall bear interest from the date to which interest shall have been paid. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months or on such other basis as set forth in the Certificate of Award.

The principal of and the interest on the Series 2026 Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts.

Any Registered Owner of the Series 2026 Bonds in the aggregate principal amount of $1,000,000 or more may, upon written notice to the Bond Registrar and Paying Agent, given not less than five (5) business days prior to the Record Date, direct that payment of interest on such Series 2026 Bonds be made by wire transfer or other medium acceptable to the Bond Registrar and Paying Agent and specifying the account in the continental United States to which such funds are to be transferred.

C. The Series 2026 Bonds may be subject to such optional and mandatory redemption provisions as determined by the City Manager, based on the advice of the Municipal Advisor, and provided in the Certificate of Award. The Series 2026 Bonds may be issued as Serial Bonds and/or Term Bonds, as determined by the City Manager and set forth in the Certificate of Award.

SECTION 7. COVENANT TO BUDGET AND APPROPRIATE.

A. Subject to the next paragraph, the City covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the Series 2026 Bonds not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the City to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The City further acknowledges and agrees that the obligations of

the City to include the amount of such amendments in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Registered Owner a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a lien on and pledge of specific components of the Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Bond Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the City hereunder shall be payable solely from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem taxing power or ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the City and no Registered Owner of the Series 2026 Bonds nor any other person, may compel the levy of ad valorem taxes on any real or personal property within the boundaries of the City or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the City which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Notwithstanding any provisions of this Bond Resolution or the Series 2026 Bonds to the contrary, the City shall never be obligated to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues. The City is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Bond Resolution nor the obligations of the City hereunder shall be construed as a pledge of or a lien on all or any Non-Ad Valorem Revenues of the City, but shall be payable solely as provided herein subject to the availability of Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues, payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City, and the provisions of Section 166.241, Florida Statutes.

There is hereby created and established a "Non-Ad Valorem Refunding Revenue Bonds, Series 2026 Debt Service Fund," which shall be maintained on the books of the City as a separate account (but need not be maintained as a separate bank or deposit account) (the "Debt Service Fund"). Moneys in the Debt Service Fund shall be used only to pay principal of and interest on the Series 2026 Bonds and for no other purpose.

Amounts on deposit in the Debt Service Fund may be invested and reinvested by the City in Authorized Investments maturing or redeemable at the option of the City not later than the date such amounts are needed for the payments required hereunder. All income from the

investment of moneys in the Debt Service Fund shall be retained therein and used for the purposes thereof.

The City shall not be required to make any further payments into the Debt Service Fund when the aggregate amount of money and Authorized Investments therein is at least equal to the maximum principal amount outstanding on the Series 2026 Bonds plus accrued interest thereon through maturity.

The designation of the Debt Service Fund (including subaccounts therein) as a special fund for this Bond Resolution shall not be construed to require the establishment of completely independent, self-balancing fund, as such term is commonly used and defined in governmental accounting, but is intended solely to constitute an earmarking of certain moneys and investments for certain purposes and to establish certain priorities for application of such moneys and investments as herein provided. The moneys and investments required to be accounted for in such funds may be pooled with other moneys in a single fund or account, provided that adequate accounting records are maintained to reflect the allocation of the moneys and investments on deposit therein to the respective funds and to control the restricted uses of such moneys and investments for the various purposes as herein provided.

B. Until applied in accordance with this Bond Resolution, the Non-Ad Valorem Revenues of the City on deposit in the Debt Service Fund and other amounts on deposit from time to time therein, plus any earnings thereon, are pledged to the repayment of the Series 2026 Bonds as Pledged Revenues. The City has lawful power and authority to pledge such Pledged Revenues and expects that Non-Ad Valorem Revenues of the City will be sufficient to pay the principal of and interest on the Series 2026 Bonds when due as provided herein and in the Series 2026 Bonds.

SECTION 8. EXECUTION. The Series 2026 Bonds shall be signed by, or bear the facsimile signature of the Mayor, shall be attested and countersigned by or bear the facsimile signature of the City Clerk. A facsimile of the official seal of the City shall be imprinted on each Bond.

SECTION 9. SIGNATURES; REGISTRATION. In the event that any officer whose signature, or a facsimile of whose signature, shall appear on any Series 2026 Bond shall cease to be such officer before the delivery of such Bonds, said signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery. Any Series 2026 Bond may bear the facsimile signature of, or may be signed by, such person who, at the actual time of the execution of such Bonds, shall be the proper officer to sign such Bonds although, at the date of said Bonds, such person may not have been such an officer.

Only such of the Series 2026 Bonds as shall have been endorsed thereon, a certificate of authentication substantially in the form hereinbelow set forth, duly executed by the Bond Registrar and Paying Agent, as authenticating agent, shall be entitled to any benefit or security

under this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly and manually executed by the Bond Registrar and Paying Agent, and such certificate of the Bond Registrar and Paying Agent upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. The certificate of authentication on any Bond shall be deemed to have been duly executed if signed by an authorized officer of the Bond Registrar and Paying Agent, but it shall not be necessary that the same officer sign the certificate of authentication of all of the Bonds that may be issued hereunder at any one time.

Any Series 2026 Bonds, upon surrender thereof at the principal corporate trust office of the Bond Registrar and Paying Agent, together with an assignment duly executed by the Bondholder or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar and Paying Agent, may, at the option of the Bondholder, be exchanged for an aggregate principal amount of Bonds equal to the designated amount of the Bond or Bonds so surrendered.

The Bond Registrar and Paying Agent shall make provision for the exchange of Series 2026 Bonds at the principal corporate trust office of the Bond Registrar and Paying Agent.

SECTION 10. NEGOTIABILITY, REGISTRATION AND TRANSFER OF BONDS. The Bond Registrar and Paying Agent shall keep books for the registration of transfers of Series 2026 Bonds as provided in this Bond Resolution. The transfer of any Bonds may be registered only upon such books and only upon surrender thereof to the Bond Registrar and Paying Agent together with an assignment duly executed by the Bondholder or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar and Paying Agent. Upon any such registration of transfer, the City shall execute, and the Bond Registrar and Paying Agent shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds registered in the name of the transferee, and in an aggregate principal amount equal to the principal amount of such Bond or Bonds so surrendered.

In all cases in which Bonds shall be exchanged, the City shall execute, and the Bond Registrar and Paying Agent shall authenticate and deliver, at the earliest practicable time, Bonds in accordance with the provision of this Bond Resolution. All Bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Bond Registrar and Paying Agent. The City or the Bond Registrar and Paying Agent may make a charge for every such exchange or registration of transfer of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made to any Bondholder for the privilege of exchanging or registering the transfer of Bonds under the provisions of this Bond Resolution. Neither the City nor the Bond Registrar and Paying Agent shall be required to make any such exchange or registration of transfer of Bonds during fifteen (15) days immediately preceding any Bond Service Payment Date or, in the case of any proposed redemption of the Bonds then, for the Bonds called for redemption, during the fifteen (15) days preceding the date of the mailing of notice of such redemption and continuing until such redemption date.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of any such Bond, and the interest on any such Bonds, shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond including the premium, if any, and interest thereon to the extent of the sum or sums so paid.

SECTION 11. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Series 2026 Bond shall become mutilated, or be destroyed, stolen or lost, the City may, in its sole discretion, cause to be executed, and the Bond Registrar and Paying Agent shall authenticate and deliver, a new Series 2026 Bond of like date and tenor as the Series 2026 Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the City and the Bond Registrar and Paying Agent proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the City and the Bond Registrar and Paying Agent may prescribe and paying such expenses as the City and the Bond Registrar and Paying Agent may incur. All Series 2026 Bonds so surrendered shall be canceled by the City. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the City may pay the same, upon being indemnified as aforesaid, and if such Bond is lost, stolen or destroyed, without surrender thereof.

SECTION 12. REDEMPTION OF BONDS.

A. Privilege of Redemption. The Series 2026 Bonds shall be subject to optional and/or mandatory redemption at the times and in the amounts provided in the Official Statement.

B. Selection of Series 2026 Bonds to Be Redeemed. The Series 2026 Bonds shall be redeemed only in the principal amount of $5,000 each and integral multiples thereof. The Issuer shall, at least sixty (60) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount of Series 2026 Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Series 2026 Bonds of a single maturity, the particular Series 2026 Bonds or portions of Series 2026 Bonds to be redeemed shall be selected not more than forty-five (45) days prior to the redemption date by the Bond Registrar from the outstanding Series 2026 Bonds of the maturity or maturities designated by the Issuer by such method as the Bond Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Series 2026 Bonds or portions of Series 2026 Bonds in principal amounts of $5,000 and integral multiples thereof. Notwithstanding the foregoing, in the event that less than the entire principal amount of a Term Bond is to be optionally redeemed, the Issuer shall determine how the principal amount of such refunded Term Bond is to be allocated to the Amortization Installments for the Term Bond and shall notify the Paying Agent and Bond Registrar of such allocation.

If less than all of the outstanding Series 2026 Bonds of a single maturity are to be redeemed, the Bond Registrar shall promptly notify the Issuer and Paying Agent (if the Bond Registrar is not the Paying Agent for such Series 2026 Bonds) in writing of the Series 2026 Bonds or portions of Series 2026 Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

C. Notice of Redemption. Unless waived by any Holder of Series 2026 Bonds to be redeemed, notice of any redemption made pursuant to this section shall be given by the Bond Registrar on behalf of the Issuer by mailing a copy of an official redemption notice by registered or certified mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to each Holder of Series 2026 Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Bond Registrar or at such other address as shall be furnished in writing by such Holder to the Bond Registrar; provided, however, that no defect in any notice given pursuant to this Section to any Holder of Series 2026 Bonds to be redeemed nor failure to give such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Owners of Series 2026 Bonds to be redeemed.

Every official notice of redemption shall be dated and shall state:

(1) the redemption date,

(2) the Redemption Price,

(3) if less than all outstanding Series 2026 Bonds are to be redeemed, the number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed,

(4) that, on the redemption date, the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(5) that such Series 2026 Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price at the designated office of the Bond Registrar.

Prior to any redemption date, the Issuer shall deposit with the Bond Registrar an amount of money sufficient to pay the Redemption Price of all the Series 2026 Bonds or portions of Series 2026 Bonds which are to be redeemed on that date.

The Issuer may provide that a notice of redemption may be contingent upon the occurrence of condition(s) and that if such condition(s) do not occur, the notice will be rescinded; provided notice of such rescission shall be mailed in the manner described herein to all Bondholders as soon as practicable after the Issuer has determined to rescind the redemption.

D. Redemption of Portions of Series 2026 Bonds. Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to, the Bond Registrar duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing) and the Issuer shall execute and the Bond Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of the same interest rate and maturity, and of any authorized denomination as requested by such Holder, in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Series 2026 Bonds so surrendered.

E. Payment of Redeemed Series 2026 Bonds. Notice of redemption having been given substantially as aforesaid, the Series 2026 Bonds or portions of Series 2026 Bonds so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Series 2026 Bonds or portions of Series 2026 Bonds shall cease to bear interest. Upon surrender of such Series 2026 Bonds for redemption in accordance with said notice, such Series 2026 Bonds shall be paid by the Bond Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. All Series 2026 Bonds which have been redeemed shall be canceled by the Bond Registrar and shall not be reissued.

SECTION 13. SUMMARY NOTICE OF SALE AND OFFICIAL NOTICE OF SALE; DELEGATED AWARD.

A. The forms of the Summary Notice of Sale and the Official Notice of Sale attached hereto as Exhibit A and Exhibit B, respectively, are hereby approved, subject to such changes, insertions and omissions and filling of blanks therein as may be approved and made in such form by the City Manager in a manner consistent with the terms of this Bond Resolution. The City Manager is hereby authorized to accept the offer of the Original Purchaser to purchase the Series 2026 Bonds in accordance with the terms of the Official Notice of Sale; provided, however, that (i) the aggregate principal amount of the Series 2026 Bonds shall not exceed $17,250,000, (ii) the true interest cost rate of the Series 2026 Bonds shall not exceed 5.50%, (iii) the Series 2026 Bonds may be issued as serial bonds and/or term bonds to be determined in the Original Purchaser's bid proposal in accordance with the Official Notice of Sale, and (iv) the final maturity date for the Series 2026 Bonds shall not be later than December 31, 2049. The City Manager is hereby authorized to deliver a Certificate of Award and thereby award the sale of the Series 2026 Bonds to the Original Purchaser for and on behalf of the City pursuant to the terms hereof and of the Official Notice of Sale. The City hereby authorizes the publication of the Summary Notice of Sale pursuant to the requirements of law.

B. Prior to the delivery of the Series 2026 Bonds, the Original Purchaser will provide the City with a disclosure statement containing the information required by Section 218.38(1)(b)2., Florida Statutes and a Truth in Bonding Statement pursuant to Section 218.385, Florida Statutes.

SECTION 14. APPROVAL OF PRELIMINARY OFFICIAL STATEMENT AND OFFICIAL STATEMENT. The City hereby ratifies and approves the form of the Preliminary Official Statement relating to the Series 2026 Bonds which is attached hereto as Exhibit C. The City hereby authorizes the City Manager to execute and deliver a certificate of the City which deems such Preliminary Official Statement "final" within the contemplation of rule 17 CFR § 240.15c2-12 of the U.S. Security Exchange Commission ("Rule 15c2-12"). The City hereby ratifies and approves the use of such Preliminary Official Statement as part of the competitive sale of the Series 2026 Bonds. The City hereby authorizes execution and delivery of a final Official Statement (with such changes as are necessary to describe the final terms of the Series 2026 Bonds) by the Mayor and the City Manager, which execution and delivery shall constitute complete evidence of the approval of such final Official Statement by the City.

SECTION 15. CONTINUING DISCLOSURE. The City hereby covenants and agrees that, in order to assist the Holders in complying with the continuing disclosure requirements of Rule 15c2-12 with respect to the Series 2026 Bonds, it will comply with and carry out all of the provisions of the Disclosure Certificate by the City prior to the time the City delivers the Series 2026 Bonds to the Original Purchaser, as may be amended from time to time in accordance with the terms thereof. The form of the Disclosure Certificate, attached hereto as Exhibit D, is hereby approved and ratified. Subject to satisfaction of the conditions in Section 12 hereof, the Disclosure Certificate shall be executed in the name of the City with the manual signature of the Mayor and the official seal of the City shall be imprinted thereon, attested with the manual signature of the City Clerk and approved as to form and legal correctness by the City Attorney. The execution and delivery thereof in the manner described in the preceding sentence shall constitute complete approval of such Disclosure Certificate by the City, including any changes to the form being approved, and shall be deemed to be a part of this instrument as fully and to the same extent as if incorporated verbatim herein.

Failure of the City to comply with such Disclosure Certificate shall not be considered an event of default. However, the Disclosure Certificate shall be enforceable by the Holders of the Series 2026 Bonds in the event that the City fails to cure a breach thereunder within a reasonable time after written notice from a Holder of the Series 2026 Bonds to the City that a breach exists. Any rights of the Holders of the Series 2026 Bonds to enforce the provisions of this covenant shall be on behalf of all Holders of the Series 2026 Bonds and shall be limited to a right to obtain specific performance of the City's obligations thereunder.

SECTION 16. BOND REGISTRAR AND PAYING AGENT. U.S. Bank Trust Company, National Association is hereby appointed Bond Registrar and Paying Agent for the Series 2026 Bonds. The City hereby approves the form of the Bond Registrar and Paying Agent Agreement relating to the Series 2026 Bonds which is attached hereto as Exhibit E to be entered into by the City and the Bond Registrar and Paying Agent. Subject to satisfaction of the conditions in Section 12 hereof, the Bond Registrar and Paying Agent Agreement shall be executed in the name of the City with the manual signature of the Mayor and the official seal of the City shall be imprinted thereon, attested with the manual signature of the City Clerk and approved as to form and legal correctness by the City Attorney. The execution and delivery thereof in the manner described in

the preceding sentence shall constitute complete approval of such Bond Registrar and Paying Agent Agreement by the City.

SECTION 17. INTERLOCAL AGREEMENT. The form of the Interlocal Agreement attached hereto as Exhibit F is hereby approved, with such changes, insertions and filling of blanks therein as shall be made in such form and approved by the City, with execution by any of the authorized officers executing the same constituting conclusive evidence of such approval.

SECTION 18. ADDITIONAL COVENANTS OF CITY. For so long as any of the principal of and interest on any of the Series 2026 Bonds shall be outstanding and unpaid or until there shall have been set apart in the Debt Service Fund, a sum sufficient to pay when due, the entire principal of the Series 2026 Bonds remaining unpaid, together with interest accrued or to accrue thereon, the City covenants with the Holders of each and all of the Bonds as follows:

A. Redemption Account. Within the Debt Service Fund there may be established a redemption account in the event any Series 2026 Bonds are issued as Term Bonds (the "Redemption Account"). If applicable, an amount each Bond Year equal to the Amortization Installments for any Series 2026 Bonds issued as Term Bonds shall be deposited to the Redemption Account to provide for redemption of such Term Bonds as the same become due.

B. Special Funds; Investments. Each of the funds and accounts herein established and created shall constitute trust funds for the purposes provided herein for such funds and accounts, respectively. All such funds shall be continuously secured in the manner by which the deposit of City funds are authorized to be secured by the laws of the State of Florida. Amounts on deposit in the funds and accounts created under this Bond Resolution may be invested and reinvested in Authorized Investments. Earnings on such Authorized Investments shall be retained in the respective funds and accounts from which such earnings derive.

The moneys required to be accounted for in each of the foregoing funds and accounts established herein may be deposited in a single bank account, and funds allocated to the various funds and accounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as herein provided.

The designation and establishment of the various funds and accounts in and by this Bond Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

C. Books and Records. Books and records of the City shall be kept in which complete and correct entries shall be made, in accordance with generally accepted accounting principles.

The City shall require that an annual audit of the books, records and accounts of the City be completed as soon as reasonably practicable after the end of each Fiscal Year by a qualified independent certified public accountant. The results of such audit shall be mailed, upon request, and made available, at all reasonable times, to any Holder or Holders of Bonds or anyone acting for and on behalf of the Holders of such Bonds; provided, however, that any such costs shall be borne by such Holder or Holders as the case may be.

SECTION 19. APPLICATION OF PROCEEDS. Proceeds from the sale of the Series 2026 Bonds, including accrued interest, if any, shall be disposed of as follows:

A. Any accrued interest and interest to accrue on the Series 2026 Bonds from the dated date thereof to the date of delivery shall be deposited in the Debt Service Fund and shall be used only for the purpose of paying interest becoming due on the Series 2026 Bonds.

B. An amount equal to the costs of issuance of the Series 2026 Bonds shall be used to pay transaction costs and expenses relating to the issuance and sale of the Series 2026 Bonds.

C. An amount which, together with other legally available funds of the City, if any, shall be sufficient to pay all of the outstanding principal amount of the Series 2025 Note, plus interest accrued on such principal amount to the date of prepayment, shall be applied to the current refunding of the Series 2025 Note.

D. Any amount issued to fund additional costs of the Project shall be deposited into a segregated fund to be known as the "City of Mount Dora, Florida Non-Ad Valorem Refunding Revenue Bonds, Series 2026 Project Fund" to be created and held by the City to be used to pay the remaining costs of the Project.

SECTION 20. DEFEASANCE. If, at any time, the City shall have paid, or shall have made provision for payment of, the principal, interest, and redemption premiums, if any, with respect to any Series 2026 Bonds, then, and in that event, the pledge of and lien on the funds pledged in favor of the Holders of such Series 2026 Bonds shall be no longer in effect. For purposes of the preceding sentence, deposit of sufficient cash and/or Federal Securities in irrevocable trust with a banking institution or trust company, for the sole benefit of the Bondholders in respect to which such Federal Securities, the principal and interest received will be sufficient to make timely payment of the principal, interest and redemption premiums, if any, on the outstanding Series 2026 Bonds, shall be considered "provision for payment." Nothing herein shall be deemed to require the City to call any of the outstanding Series 2026 Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, if applicable, or to impair the discretion of the City in determining whether to exercise any such option for early redemption, if applicable.

SECTION 21. DEFAULTS; EVENTS OF DEFAULT AND REMEDIES. Except as provided below, if any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default:"

A. Default in the due and punctual payment of any interest on the Series 2026 Bonds;

B. Default in the due and punctual payment of the principal of and premium, if any, on any Series 2026 Bond, at the stated maturity thereof, or upon proceedings for redemption thereof, if applicable;

C. Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the City contained in this Bond Resolution or in the Series 2026 Bonds and the continuance thereof for a period of thirty (30) days after written notice to the City given by the Holders of not less than twenty-five percent (25%) of aggregate principal amount of Series 2026 Bonds then outstanding (provided, however, that with respect to any obligation, covenant, agreement or condition which requires performance by a date certain, if the City performs such obligation, covenant, agreement or condition within thirty (30) days of written notice as provided above, the default shall be deemed to be cured);

D. Failure by the City promptly to remove any execution, garnishment or attachment of such consequence as will materially impair its ability to carry out its obligations hereunder; or

E. Any act of bankruptcy or the rearrangement, adjustment or readjustment of the obligations of the City under the provisions of any bankruptcy or moratorium laws or similar laws relating to or affecting creditors' rights.

The term "default" shall mean default by the City in the performance or observance of any of the covenants, agreements or conditions on its part contained in this Bond Resolution, any supplemental resolution or in the Series 2026 Bonds, exclusive of any period of grace required to constitute a default or an "Event of Default" as hereinabove provided.

Any Holder of Series 2026 Bonds issued under the provisions hereof or any trustee acting for the Holders of such Series 2026 Bonds may, either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights, including the right to the appointment of a receiver, existing under state or federal law, or granted and contained herein, and may enforce and compel the performance of all duties required herein or by any applicable law to be performed by the City or by any officer thereof.

The foregoing notwithstanding:

(i) No remedy conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy, but each remedy shall be cumulative and shall be in addition to any other remedy given to the Bondholders hereunder.

(ii) No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient.

(iii) No waiver of any default or Event of Default hereunder by the Bondholders shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

(iv) Acceleration of the payment of principal of and interest on the Series 2026 Bonds shall not be a remedy hereunder in the case of an Event of Default.

Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Bondholders under this Bond Resolution, the Bondholders shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the City and the funds pending such proceedings, with such powers as the court making such appointment shall confer.

On the occurrence of an Event of Default, to the extent such rights may then lawfully be waived, neither the City nor anyone claiming through or under it, shall set up, claim or seek to take advantage of any stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Bond Resolution, and the City, for itself and all who may claim through or under it, hereby waives, to the extent it may lawfully do so, the benefit of all such laws and all right of redemption to which it may be entitled.

SECTION 22. MODIFICATION OR AMENDMENT. No material modification or amendment of this Bond Resolution or of any resolution amendatory thereof or supplemental thereto may be made without the consent in writing of the Holders of fifty-one percent (51%) or more in principal amount of the Series 2026 Bonds then outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of such Series 2026 Bonds or a reduction in the rate of interest thereon, or in the amount of the principal obligation, or affecting the unconditional promise of the City to levy taxes, in the manner and to the extent provided herein, or to pay the principal of and interest on the Series 2026 Bonds, as the same shall become due, from the sources herein provided, or reduce such percentage of Holders of such Series 2026 Bonds required above for such modifications or amendments without the consent of all the Holders of the Series 2026 Bonds to be affected.

SECTION 23. TAX COVENANTS.

A. The City shall not use or permit the use of any proceeds of the Series 2026 Bonds or any other funds of the City, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the City with respect to the Series 2026 Bonds in any manner, and shall not take or permit to be taken any other action or actions, which would cause any such Series 2026 Bonds to be a "private activity bond" within the meaning of Section 141 or an "arbitrage bond" within the meaning of Section 148, or "federally guaranteed" within the meaning of Section 149(b), of the Code, or otherwise cause interest on such Series 2026 Bonds to become subject to federal income taxation.

B. The City shall, at all times, do and perform all acts and things permitted by law and this Bond Resolution which are necessary or desirable in order to ensure that interest paid

on such Series 2026 Bonds will be excluded from gross income for purposes of federal income taxes and shall take no action that would result in such interest not being so excluded.

C. The City shall pay or cause to be paid to the United States Government any amounts required by Section 148(f) of the Code and the regulations thereunder (the "Regulations"). In order to ensure compliance with the rebate provisions of Section 148(f) of the Code with respect to any Series 2026 Bonds for which the City intends on the date of issuance thereof to be excluded from gross income for purposes of federal income taxation, the City hereby creates the "City of Mount Dora, Florida Non-Ad Valorem Refunding Revenue Bonds, Series 2026 Rebate Fund" (the "Rebate Fund") to be held by the City. The Rebate Fund need not be maintained so long as the City timely satisfies its obligation to pay any rebatable earnings to the United States Treasury; however, the City may, as an administrative convenience, maintain and deposit funds in the Rebate Fund from time to time. Moneys in the Rebate Fund (including earnings and deposits therein) shall be held for future payment to the United States Government as required by the Regulations and as set forth in instructions of Bond Counsel delivered to the City upon issuance of such Bonds.

SECTION 24. BOOK-ENTRY ONLY SYSTEM. The person in whose name any Series 2026 Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price, if applicable, of any such Series 2026 Bond, and the interest on any such Series 2026 Bonds shall be made only to or upon the order of the registered owner thereto or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2026 Bond including the premium, if any, and interest thereon to the extent of the sum or sums so paid.

The City has previously executed a blanket letter of representation (the "Letter of Representation") with The Depository Trust Company ("DTC"). It is intended that the Series 2026 Bonds be registered so as to participate in a global book-entry system with DTC as set forth herein and in such Letter of Representation. The Series 2026 Bonds shall be initially issued in the form of a single fully registered Series 2026 Bond of each maturity. Upon initial issuance, the ownership of such Series 2026 Bonds shall be registered by the Bond Registrar and Paying Agent in the name of Cede & Co., as nominee for DTC (including any successor nominee of DTC with respect to the Bonds, "Cede & Co."). With respect to Series 2026 Bonds registered by the Bond Registrar and Paying Agent in the name of Cede & Co., as nominee of DTC, the City and the Bond Registrar and Paying Agent shall have no responsibility or obligation to any broker dealer, bank or other financial institution for which DTC holds Series 2026 Bonds from time to time as securities depositary (each such broker-dealer, bank or other financial institution being referred to herein as a "Depository Participant") or to any person on behalf of whom such a Depository Participant holds an interest in the Series 2026 Bonds (each such person being herein referred to as an "Indirect Participant"). Without limiting the immediately preceding sentence, the City and the Bond Registrar and Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to the ownership interest in the Series 2026 Bonds, (b) the delivery to any Depository Participant or any Indirect Participant or any other person, other than a registered owner of a Bond as shown in the

Bond register, of any notice with respect to the Series 2026 Bonds, including any notice of redemption, if applicable, or (c) the payment to any Depository Participant or Indirect Participant or any other person, other than a registered owner of a Series 2026 Bond as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, if applicable, the Series 2026 Bonds. No person other than a registered owner of a Series 2026 Bond as shown in the Bond register shall receive a Bond certificate with respect to any Series 2026 Bond. Upon delivery by DTC to the Bond Registrar and Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions hereof with respect to the payment of interest by the mailing of checks or drafts to the registered owners of Series 2026 Bonds appearing as registered owners in the registration books maintained by the Bond Registrar and Paying Agent at the close of business on a Record Date, the name "Cede & Co." in this Bond Resolution shall refer to such new nominee of DTC.

In the event that (a) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Letter of Representation, (b) the agreement among the City, the Bond Registrar and Paying Agent and DTC evidenced by the Letter of Representation shall be terminated for any reason or (c) the City determines that it is in the best interests of the beneficial owners of the Series 2026 Bonds that they be able to obtain certificated Series 2026 Bonds, the City shall notify DTC of the availability through DTC of Bond certificates and the Series 2026 Bonds shall no longer be restricted to being registered in the Bond register in the name of Cede & Co., as nominee of DTC, but only in accordance with the Letter of Representation between the City and DTC. At that time, the City may determine that the Series 2026 Bonds shall be registered in the name of and deposited with a successor depository operating a universal book entry system, as may be acceptable to the City, or such depository's agent or designee, and if the City does not select such alternate universal book-entry system, then the Series 2026 Bonds may be registered in whatever name or names registered owners of Series 2026 Bonds transferring or changing Series 2026 Bonds designate, in accordance with the provisions hereof. Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any Series 2026 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on, if applicable, such Series 2026 Bond and all notices with respect to such Series 2026 Bond shall be made and given, respectively, in the manner provided in the Letter of Representation.

As long as any Series 2026 Bonds are outstanding in book-entry form, the provisions of this Bond Resolution inconsistent with such system of book entry registration shall not be applicable to such Series 2026 Bonds, and the City covenants to cause adequate records to be kept with respect to the ownership of any Series 2026 Bonds issued in book-entry form or the beneficial ownership of Series 2026 Bonds issued in the name of a nominee.

SECTION 25. GENERAL AUTHORITY. The members of the City Council, the Mayor, the City Manager, the Finance Director, the City Attorney, the City Clerk and any other employees of the City are hereby authorized to perform all acts and things required of them by this Bond Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Series

2026 Bonds and this Bond Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the Original Purchaser or Original Purchasers to effectuate the sale of the Series 2026 Bonds. All action taken to date by the members of the City Council, the Mayor, the City Manager, the Finance Director, the City Attorney, the City Clerk and any other employees of the City in furtherance of the issuance of the Series 2026 Bonds is hereby approved, confirmed and ratified.

SECTION 26. PREREQUISITES PERFORMED. The City has performed all acts, conditions, and things relating to the passage of this Bond Resolution as are required by the Constitution and Laws of the State of Florida.

SECTION 27. SEVERABILITY. If any provision of this Bond Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 28. APPLICABLE PROVISIONS OF LAW. This Bond Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 29. RULES OF INTERPRETATION. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Bond Resolution and not solely to the particular portion in which any such word is used.

SECTION 30. CAPTIONS. The captions and headings in this Bond Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Bond Resolution.

SECTION 31. MEMBERS OF THE CITY COUNCIL EXEMPT FROM PERSONAL LIABILITY. No recourse under or upon any obligation, covenant or agreement of this Bond Resolution, the Interlocal Agreement or the Series 2026 Bonds or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the City Council, as such, of the City, past, present or future, either directly or through the City it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the City Council, as such, under or by reason of the obligations, covenants or agreements contained in this Bond Resolution or the Series 2026 Bonds or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such member of the City Council, as such, are waived and released as a condition of, and as a consideration for, the execution of this Bond Resolution and the issuance of the Series 2026 Bonds, on the part of the City.

SECTION 32. REPEALER. All resolutions or parts thereof in conflict herewith, if any, are hereby repealed.

SECTION 33. NO THIRD-PARTY BENEFICIARIES. Except such other persons as may be expressly described in this Bond Resolution, nothing in this Bond Resolution, expressed or implied, is intended or shall be construed to confer upon any person, other than the City and the holder of the Series 2026 Bonds, any right, remedy or claim, legal or equitable, under and by reason of this Bond Resolution, or any provision thereof, all provisions thereof being intended to be and being for the sole and exclusive benefit of the City and the persons who shall from time to time be the holders of the Series 2026 Bonds.

[Remainder of Page Intentionally Left Blank]

SECTION 34. EFFECTIVE DATE. This Bond Resolution shall take effect immediately upon its adoption.

Passed and adopted by the City Council of the City of Mount Dora, Florida this 18th day of August, 2026.

(SEAL) **CITY OF MOUNT DORA, FLORIDA**

James L. Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

APPROVED AS TO FORM:

Patrick Brackins, City Attorney

EXHIBIT A

FORM OF SUMMARY NOTICE OF SALE

SUMMARY NOTICE OF SALE

$_____*

City of Mount Dora, Florida

Non-Ad Valorem Refunding Revenue Bonds, Series 2026

NOTICE IS HEREBY GIVEN that electronic bids via *PARITY*® electronic bid submission system (the "Parity System") for the purchase of all, but not less than all, of the $_____* aggregate principal amount of Non-Ad Valorem Refunding Revenue Bonds, Series 2026 (the "Bonds") from the City of Mount Dora, Florida (the "City") will be received by the City up to:

Time and Date: 11:00 a.m. Eastern Daylight Savings Time, August __, 2026*

Bids may only be submitted electronically in accordance with the Official Notice of Sale and the Parity System requirements but no bid will be received after the date and time for receiving bids specified above. All bids will be reviewed and the winning bid will be determined publicly at the office of the City Manager of the City following receipt of bids as described in the Official Notice of Sale.

The Bonds will be dated as of their date of delivery, will be issued in fully registered book-entry-only form through a system of registration maintained by The Depository Trust Company, as securities depository. The Bonds will be sold in beneficial interests of $5,000 or any integral multiple thereof and will pay interest on February 1 and August 1 of each year, commencing February 1, 2027. The Bonds will mature in accordance with the provisions of the Official Notice of Sale.

At the time of delivery of the Bonds, the City will also deliver to the successful bidder, at the expense of the City, the approving opinion of Bryant Miller Olive P.A., Orlando, Florida, Bond Counsel, in substantially the form appearing in the Preliminary Official Statement described below.

The complete Official Notice of Sale, together with the Preliminary Official Statement relating to the Bonds (“Preliminary Official Statement”), may be obtained from Hilltop Securities Inc., 450 South Orange Avenue, Suite 225, Orlando, Florida 32801, telephone: (407) 426-9611, Municipal Advisor to the City. The Preliminary Official Statement as of its date shall be "deemed final" by the City for purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion in a final Official Statement.

City of Mount Dora, Florida

City Council

Dated: August __, 2026

*Preliminary, subject to change.

EXHIBIT B

FORM OF OFFICIAL NOTICE OF SALE

OFFICIAL NOTICE OF SALE

$_____*

City of Mount Dora, Florida
Non-Ad Valorem Refunding Revenue Bonds, Series 2026

Electronic Bids, as Described Herein, Will Be Accepted Until
11:00 a.m. Eastern Daylight Savings Time, August __, 2026*

*Preliminary, subject to change.

OFFICIAL NOTICE OF SALE

**$_____*
City of Mount Dora, Florida
Non-Ad Valorem Refunding Revenue Bonds, Series 2026**

NOTICE IS HEREBY GIVEN that electronic bids will be received in the manner, on the date and up to the time specified below:

DATE:	August __, 2026*
TIME:	11:00 a.m. Eastern Daylight Savings Time*
ELECTRONIC BIDS:	May be submitted only through *PARITY*® electronic bid submission system (the "Parity System") as described below. No other form of bid or provider of electronic bidding services will be accepted.

GENERAL

Bids will be received at the office of the City Council for City of Mount Dora, Florida, 510 N. Baker Street, Mount Dora, Florida 32757, for the purchase of all, but not less than all, of the $_____* City of Mount Dora, Florida Non-Ad Valorem Refunding Revenue Bonds, Series 2026 (the "Bonds") to be issued by City of Mount Dora, Florida (the "City") pursuant to the terms and conditions of Resolution No. 2026-_____, adopted by the City Council for the City on August 4, 2026 (the "Bond Resolution"). Such bids will be opened in public in accordance with applicable legal requirements.

The Bond proceeds will be used for the purpose of (i) currently refunding the principal amount drawn on the City's Redevelopment Revenue Note, Series 2025, and thereby provide for the long-term financing of a community resource and recreation center within the Northeast Community Redevelopment Area (the "Project") and fund any additional costs of the Project if deemed necessary by the City Manager, and (ii) pay transaction costs and expenses relating to the issuance and sale of the Bonds.

The Bonds are more particularly described in the Preliminary Official Statement dated _____, 2026 (the "Preliminary Official Statement") relating to the Bonds, available from the City's municipal advisor, Hilltop Securities Inc., at (407) 426-9611, 450 South Orange Avenue, Suite 225, Orlando, Florida 32801. This Official Notice of Sale contains certain information for quick reference only. It is not, and is not intended to be, a summary of the Bonds. Each bidder is required to read the entire Preliminary Official Statement to obtain information essential to making an informed investment decision.

* Preliminary, subject to change.

Prior to accepting bids, the City reserves the right to change the principal amount of the Bonds being offered and the terms of the Bonds, to postpone the sale to a later date or time, or cancel the sale. Notice of a change or cancellation will be announced via The Municipal Market Monitor (TM3), not less than 20 hours prior to the time the bids are to be received or as soon as practicable. Such notice will specify the revised principal amount or terms, if any, and any later date or time selected for the sale, which may be postponed or cancelled in the same manner. If the sale is postponed, a later public sale may be held at the hour, in the manner, and on such date as communicated upon at least twenty (20) hours' notice via The Municipal Market Monitor (TM3). The City reserves the right, after the bids are opened, to adjust the principal amount of the Bonds, as further described herein. See "ADJUSTMENT OF PRINCIPAL AMOUNTS."

To the extent any instructions or directions set forth in the Parity System conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about the Parity System and to subscribe in advance of the bid, potential bidders may contact the Parity System at (212) 849-5021.

Each prospective electronic bidder must be a subscriber to the Parity System. Contact *PARITY*® for an i-Deal user name and password which will allow it to access the Parity System. Each qualified prospective electronic bidder shall be solely responsible to make necessary arrangements to view the bid form on the Parity System and to access the Parity System for the purposes of submitting its bid in a timely manner and in compliance with the requirements of the Official Notice of Sale. Neither the City nor the Parity System shall have any duty or obligation to provide or assure access to the Parity System to any prospective bidder, and neither the City nor the Parity System shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, the Parity System. The City is using the Parity System as a communication mechanism, and not as the City's agent, to conduct the electronic bidding for the Bonds. The City is not bound by any advice and determination of the Parity System to the effect that any particular bid complies with the terms of this Official Notice of Sale and, in particular, the bid specifications hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their registration and submission of bids via the Parity System are the sole responsibility of such bidders and the City shall not be responsible, directly or indirectly, for any such costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying or withdrawing a bid for the Bonds, the prospective bidder should immediately telephone the Parity System at (212) 849-5021, and notify the City's Municipal Advisor, Hilltop Securities Inc., at (407) 426-9611. The City shall have no responsibility for technological or transmission errors that any bidder may experience in transmitting a bid. The use of the Parity System shall be at the bidder's risk and expense, and the City shall have no liability with respect thereto.

THE BONDS

The Bonds will be issued in fully registered, book-entry only form, without coupons, will be dated as of their date of delivery (currently anticipated to be September __, 2026) (the "Delivery

Date"), will be issued in denominations of $5,000 or integral multiples thereof, will bear interest from their dated date until paid at the annual rate or rates specified by the successful bidder, subject to the limitations specified herein. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The proposed schedule of maturity and amounts is shown below:

Year (August 1**)	Principal Amount*
2027	$
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041	
2042	
2043	
2044	
2045	
2046	
2047	
2048	
2049	

* Preliminary, subject to change.

** Any bidder may, at its option, specify that the maturities of the Bonds maturing after August 1, 2036, will consist of term bonds which are subject to mandatory sinking fund redemption in accordance with the provisions of the Official Notice of Sale.

REDEMPTION PROVISIONS

The Bonds maturing on or prior to August 1, 2036, are not subject to redemption prior to maturity. The Bonds maturing after August 1, 2036, are subject to redemption prior to their respective dates of maturity on or after August 1, 2036, in whole or in part at any time, in any order of maturity selected by the City and by lot within a maturity at a redemption price of 100% of the principal amount of the Bonds to be redeemed, together with accrued interest to the date fixed for redemption, without premium.

TERM BONDS OPTION

Any bidder may, at its option, specify that certain maturities of the Bonds will consist of term bonds which are subject to mandatory sinking fund redemption in consecutive years immediately preceding the maturity thereof (each a "Term Bond") as designated in the bid of such bidder. In the event that the bid of the successful bidder specifies that any maturity of the Bonds will be a Term Bond, such Term Bond will be subject to mandatory sinking fund redemption on August 1, in each applicable year, in the principal amount for such year as set forth hereinbefore under the heading "THE BONDS," at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium, subject to adjustment as described under "ADJUSTMENT OF PRINCIPAL AMOUNTS."

MUNICIPAL BOND INSURANCE OPTION

The purchase of municipal bond insurance will be at the option and expense of the bidder. The successful bidder will be responsible for the payment of all costs associated with any such insurance, including the premium charged by the insurer. The bidder understands, by submission of its bid, that the bidder is solely responsible for the selection of any insurer and for all negotiations with the insurer as to the premium to be paid. If all or a portion of the Bonds is awarded on an insured basis, reference to the insurance policy will appear on the Bonds and in the Official Statement; however, the provisions of the financing documents will not be altered nor will the City consent to make additional representations, undertakings or warranties.

In addition, if the successful bidder is arranging for bond insurance for all or a portion of the Bonds, it also shall provide the amount of the premium to be paid and certification that the present value of the premium is less than the present value of the interest reasonably expected to be saved as a result of the insurance and that the premium does not exceed a reasonable arms-length charge for the transfer of credit risk accomplished through the bond insurance. Insured ratings with the use of bond insurance, if required, are to be applied for by the successful bidder, and costs incurred for such ratings must be paid at the successful bidder's expense.

SECURITY

The Bonds are secured by a covenant to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund created

in the Bond Resolution, amounts sufficient to pay principal of and interest on the Bonds not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the City to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided in the Bond Resolution. In the Bond Resolution, the City acknowledges and agrees that the obligations of the City to include the amount of such amendments in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth in the Bond Resolution.

Until such monies are budgeted, appropriated and deposited as provided in the Bond Resolution, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Registered Owner a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a lien on and pledge of specific components of the Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in the Bond Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the City under the Bond Resolution shall be payable solely from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for in the Bond Resolution and nothing therein shall be deemed to pledge ad valorem taxing power or ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the City and no Registered Owner of the Bonds nor any other person, may compel the levy of ad valorem taxes on any real or personal property within the boundaries of the City or the use or application of ad valorem tax revenues in order to satisfy any payment obligations under the Bond Resolution or to maintain or continue any of the activities of the City which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Notwithstanding any provisions of the Bond Resolution or the Bonds to the contrary, the City shall never be obligated to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues. The City is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. Until such monies are budgeted, appropriated and deposited as provided in the Bond Resolution, neither the Bond Resolution nor the obligations of the City under the Bond Resolution shall be construed as a pledge of or a lien on all or any Non-Ad Valorem Revenues of the City, but shall be payable solely as provided in the Bond Resolution subject to the availability of Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues, payment of services and

programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City, and the provisions of Section 166.241, Florida Statutes.

See the Preliminary Official Statement for more information regarding the security for the Bonds.

RATING

[Fitch Ratings, Inc. and S&P Global Ratings] have assigned ratings to the Bonds of "_____" (_____ outlook) and "_____" (_____ outlook), respectively. There is no assurance that such ratings will continue for any given period of time or that they will not be lowered or withdrawn entirely by th rating agencies, if in their judgment, circumstances so warrant. A downward change in or withdrawal of such ratings may have an adverse effect on the market price of the Bonds. An explanation of the significance of the rating can be received from the respective rating agencies.

ADJUSTMENT OF PRINCIPAL AMOUNTS

The schedule of maturities set forth above (the "Initial Maturity Schedule") represents an estimate of the principal amount and maturities of the Bonds that will be sold. The City reserves the right to change the Initial Maturity Schedule by announcing any such change not less than 20 hours prior to the time the bids are to be received, via The Municipal Market Monitor (TM3). If no such change is announced, the Initial Maturity Schedule will be deemed the schedule of maturities for submission of the bid.

Furthermore, if after final computation of the bids, the City determines in its sole discretion that the funds necessary to accomplish the purpose of the Bonds is more or less than the proceeds of the sale of all of the Bonds, the City reserves the right to increase or decrease the principal amount, by no more than 15% of the principal amount of the Bonds, or 25% within a given maturity of the Bonds (to be rounded to the nearest $5,000) or by such other amount as approved by the winning bidder; provided, that the aggregate principal amount of the Bonds may not exceed $17,250,000. In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted; and the Bonds of each maturity, as adjusted, will bear interest at the same rate and must have the same initial reoffering yield as specified immediately after award of the Bonds of that maturity, and the Underwriter's Discount on the Bonds as submitted by the successful bidder shall be held constant. The "Underwriter's Discount" shall be defined as the difference between the purchase price of the Bonds submitted by the bidder and the price at which the Bonds will be issued to the public, less any bond insurance premium to be paid by the successful bidder, calculated from information provided by the bidder, divided by the par amount of the Bonds bid. However, the award will be made to the bidder whose bid produces the lowest True Interest Cost ("TIC"), calculated as specified herein, solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of Bonds pursuant to this paragraph.

FORM AND PAYMENT

The Bonds will be issued in fully registered, book-entry only form and a bond certificate for each maturity will be issued to The Depository Trust Company ("DTC"), registered in the name of its nominee, Cede & Co. A book-entry system will be employed, evidencing ownership of the Bonds, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures adopted by DTC and its participants. The successful bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates with DTC or the Bond Registrar (as defined below), registered in the name of Cede & Co. Principal of, premium, if any, and interest on the Bonds will be payable by U.S. Bank Trust Company, National Association, Jacksonville, Florida, the paying agent and Bond Registrar (the "Paying Agent" or the "Bond Registrar") for the Bonds by wire transfer or in clearinghouse funds to DTC or its nominee as registered owner of the Bonds. Transfer of principal, premium, if any, and interest payments to the beneficial owners by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. Neither the City nor the Bond Registrar will be responsible or liable for payments by DTC to its participants or by DTC participants to beneficial owners or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

Principal of, and premium, if any, on the Bonds will be payable upon presentation and surrender thereof at the designated corporate office of the Bond Registrar on the dates, in the years and amounts established in accordance with the award of the Bonds. Interest on the Bonds is payable on February 1 and August 1, commencing February 1, 2027. Interest on the Bonds shall be paid by check or draft drawn upon the Bond Registrar and Paying Agent and mailed to the registered owners of such Bonds as of the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding the applicable Bond Service Payment Date at the addresses as they appear on the registration books held by the Bond Registrar and Paying Agent, all as described in the Bond Resolution. So long as DTC or its nominee is the registered owner of the Bonds, payments of principal, interest and any redemption premium on the Bonds will be made by the Paying Agent to DTC or its nominee.

PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT

The City has authorized the preparation and distribution of a Preliminary Official Statement containing information relating to the Bonds. The Preliminary Official Statement has been deemed final by the City as required by Rule 15c2-12 of the U.S. Securities and Exchange Commission. The City will furnish the successful bidder on the date of closing, with its certificate as to the completeness and accuracy of the Official Statement.

The Preliminary Official Statement and this Official Notice of Sale and any other information concerning the proposed financing will be available from Hilltop Securities Inc.,

Municipal Advisor to the City, 450 South Orange Avenue, Suite 225, Orlando, Florida 32801, telephone: (407) 426-9611, or email joel.tindal@hilltopsecurities.com.

The Preliminary Official Statement, when amended to reflect the actual amount of the Bonds sold, the interest rates specified by the successful bidder and the price or yield at which the successful bidder will reoffer the Bonds to the public, together with any other information required by law, will constitute a final "Official Statement" with respect to the Bonds as that term is defined in Rule 15c2-12. The City shall furnish at its expense within seven (7) business days after the Bonds have been awarded to the successful bidder or at least three (3) business days before closing, whichever is earlier, no more than 50 copies of the final Official Statement. Additional copies of the Official Statement may be provided at the request and expense of the winning bidder. If the Bonds are awarded to a syndicate, the City will designate the senior managing underwriter of the syndicate as its agent for purposes of distributing copies of the Official Statement to each participating underwriter. Any underwriter submitting a bid with respect to the Bonds agrees thereby that if its bid is accepted, it shall accept such designation and shall enter into a contractual relationship with all participating underwriters for the purpose of assuring the receipt and distribution by each participating underwriter of the Official Statement.

LEGAL OPINIONS

The Bonds will be sold subject to the opinion of Bryant Miller Olive P.A., the City's Bond Counsel (“Bond Counsel”), as to the legality thereof and such opinion will be furnished without cost to the purchaser and all bids will be so conditioned. A form of Bond Counsel's opinion is attached to the Preliminary Official Statement as Appendix E. Certain matters will be passed on for the City by Shepard, Smith, Hand & Brackins, P.A., City Attorney and Bryant Miller Olive P.A., the City's Disclosure Counsel.

BIDDING PROCEDURE

Only electronic bids submitted via the Parity System will be accepted. No other provider of electronic bidding services will be accepted. No bid delivered in person or by facsimile directly to the City will be accepted. Bidders are permitted to submit bids for the Bonds during the bidding time period, provided they are eligible to bid as described under "GENERAL" above. Each electronic bid submitted via the Parity System shall be deemed an irrevocable offer in response to this Official Notice of Sale and shall be binding upon the bidder as if made by a signed and sealed bid delivered to the City. All bids remain firm until an award is made.

FORM OF BID

Bidders must bid to purchase all maturities of the Bonds. Each bid must specify (1) an annual rate of interest for each maturity, (2) reoffering price or yield for each maturity and (3) a dollar purchase price for the entire issue of the Bonds. No more than one (1) bid from any bidder will be considered.

A bidder must specify the rate or rates of interest per annum (with no more than one rate of interest per maturity), which the Bonds are to bear, to be expressed in multiples of 1/8 or 1/20 of 1%. Any number of interest rates may be named, but the Bonds of each maturity must bear interest at the same single rate for all Bonds of that maturity.

The reoffering price of the Bonds may not be less than 98% of the principal amount of the Bonds for any single maturity thereof.

Reoffering prices presented as a part of the bids will not be used in computing the bidder's TIC. As promptly as reasonably possible after bids are received, the City will notify the successful bidder that it is the apparent winner.

AWARD OF BID

The City expects to award the Bonds to the winning bidder as soon as practicable after the bids are opened on the sale date. Bids may not be withdrawn prior to the award. Unless all bids are rejected, the Bonds will be awarded by the City on the sale date to the bidder whose bid complies with this Official Notice of Sale and results in the lowest TIC to the City. The lowest TIC will be determined by doubling the semi-annual interest rate, compounded semi-annually, necessary to discount the debt service payments from the payment dates to the dated date of the Bonds and to the aggregate purchase price of the Bonds, calculated on a 360-day year consisting of twelve 30-day months. The TIC must be calculated to six (6) decimal places. If two or more responsible bidders offer to purchase the Bonds at the same lowest TIC, the City will award the Bonds to one of such bidders by lot. Only the final bid submitted by any bidder through the Parity System will be considered. The right reserved to the City shall be final and binding upon all bidders with respect to the form and adequacy of any proposal received and in its conformity to the terms of this Official Notice of Sale. **NO BID SHALL BE ACCEPTED WITH A TIC GREATER THAN 5.50%.**

RIGHT OF REJECTION

THE CITY RESERVES THE RIGHT, IN ITS DISCRETION, TO REJECT ANY AND ALL BIDS, FOR ANY REASON, AND TO WAIVE IRREGULARITY OR INFORMALITY IN ANY BID.

DELIVERY AND PAYMENT

Delivery of the Bonds will be made by the City to DTC in book-entry only form, at the facilities of DTC on or about the Delivery Date, or such other date agreed upon by the City and the successful bidder. Payment for the Bonds must be made in federal funds or other funds immediately available to the City at the time of delivery of the Bonds. Any expenses incurred in providing immediate funds, whether by transfer of federal funds or otherwise, will be borne by the purchaser. The City intends to conduct the closing in Mount Dora, Florida.

RIGHT OF CANCELLATION

The successful bidder will have the right, at its option, to cancel its obligation to purchase the Bonds if the Bond Registrar fails to authenticate the Bonds and tender the same for delivery within 60 days from the date of sale thereof, and in such event the successful bidder will be entitled to the return of the Good Faith Deposit (defined below) accompanying its bid.

GOOD FAITH DEPOSIT

The successful bidder for the Bonds is required to submit its Good Faith Deposit to the City in the form of a wire transfer in federal funds in the amount of $_____ (the "Good Faith Deposit") not later than 5:00 p.m., Eastern Daylight Savings Time, on the day of the award. If such deposit is not received by that time, the City may reject such bid and award the Bonds to the bidder that submitted the next best bid in accordance with the terms of the Official Notice of Sale.

The Good Faith Deposit so wired will be retained by the City until the delivery of such Bonds, at which time the Good Faith Deposit will be applied against the purchase price of such Bonds or the Good Faith Deposit will be retained by the City as partial liquidated damages in the event of the failure of the successful bidder to take up and pay for such Bonds in compliance with the terms of the Official Notice of Sale and of its bid. The City will pay no interest on the Good Faith Deposit. The balance of the purchase price must be wired in federal funds to the account detailed in the closing memorandum provided by the City to the successful purchaser, simultaneously with delivery of the Bonds.

STANDARD FILINGS, CHARGES AND CLOSING DOCUMENTS

The winning bidder will be required to make the standard filings and maintain the appropriate records routinely required pursuant to the Municipal Securities Rulemaking Board (the "MSRB"). The winning bidder will be required to pay the standard MSRB charge for the Bonds purchased. The winning bidder will also be required to execute certain closing documents required by Florida law or required by Bond Counsel in connection with the delivery of its tax opinion. See "CERTAIN DISCLOSURE OBLIGATIONS OF THE PURCHASER" herein.

CUSIP NUMBERS

It is anticipated that CUSIP numbers will be printed on the Bonds, but neither failure to print such numbers on any Bonds nor any error with respect thereto will constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds. Bond Counsel will not review or express any opinion as to the correctness of such CUSIP numbers. The policies of the CUSIP Service Bureau will govern the assignment of specific numbers to the Bonds. The City's Municipal Advisor will be responsible for applying for and obtaining CUSIP numbers for the Bonds. All expenses in relation to the printing of CUSIP numbers on the Bonds will be

paid for by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers will be the responsibility of and will be paid for by the successful bidder.

BLUE SKY

The City has not undertaken to register the Bonds under the securities laws of any state, nor investigated the eligibility of any institution or person to purchase or participate in the underwriting of the Bonds under any applicable legal investment, insurance, banking or other laws. By submitting a bid for the Bonds, the successful bidder represents that the sale of the Bonds in states other than Florida will be made only under exemptions from registration or, wherever necessary, the successful bidder will register the Bonds in accordance with the securities laws of the state in which the Bonds are offered or sold. The City agrees to cooperate with the successful bidder, at the bidder's written request and expense, in registering the Bonds or obtaining an exemption from registration in any state where such action is necessary; provided, however, that the City shall not be required to consent to suit or to service of process in any jurisdiction.

CERTAIN DISCLOSURE OBLIGATIONS OF THE PURCHASER

Prior to delivery of the Bonds to the successful bidder, the successful bidder shall file with the City a statement as described in Section 218.38(1)(c), Florida Statutes, containing, among other required items, the underwriting spread, and the amount of any fee, bonus or gratuity paid in connection with the Bonds to any person not regularly employed by the successful bidder. This statement shall be filed with the City even if no such management fee or underwriting spread has been charged by the successful bidder or no such fee, bonus or gratuity has been paid by the successful bidder, and such filing shall be a condition precedent to the delivery of the Bonds by the City to the successful bidder.

The successful bidder, by submitting its bid, agrees to furnish to the City and Bond Counsel a certificate verifying information as to the bona fide initial offering prices of the Bonds to the public and sales of the Bonds appropriate for determination of the issue price of, and the yield on, the Bonds under the Internal Revenue Code of 1986, as amended, and such other documentation as and at the time requested by Bond Counsel.

The successful bidder shall also verify its winning bid in writing to the City by executing a printed copy of its winning bid as reported on PARITY.

The winning bidder is required to (1) provide a Truth in Bonding Statement pursuant to Section 218.385, Florida Statutes, and to disclose the payment of any "finder's fee" pursuant to Section 218.386, Florida Statutes, prior to the award of the Bonds, as set forth in Exhibit A and (2) submit on the date of the award of the Bonds, the Affidavit of Compliance with Anti-Human Trafficking Laws required by Section 786.06(14), Florida Statutes, as set forth in Exhibit C.

ESTABLISHMENT OF ISSUE PRICE

(a) The winning bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City upon issuance of the Bonds an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel.

(b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

(i) the City shall disseminate this Official Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(ii) all bidders shall have an equal opportunity to bid;

(iii) the City may receive bids from at least three underwriters of municipal bonds who represent to have established industry reputations for underwriting new issuances of municipal bonds; and

(iv) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

(c) In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the Bonds, which maturities of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.

(d) By submitting a bid, the winning bidder shall (i) confirm that it and all other underwriters that are participating in the winning bidder's bid have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of itself and all other underwriters participating in the winning bidder's bid for the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(A) the close of the fifth (5^{th}) business day after the sale date; or

(B) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the City promptly after the close of the fifth (5^{th}) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(e) If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Delivery Date has occurred, until either (i) all the Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the winning bidder's reporting obligation after the Delivery Date may be at reasonable periodic intervals or otherwise upon request of the City or bond counsel.

(f) The City acknowledges that, in making the representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related

pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule if applicable to the Bonds.

(g) By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable:

(A) (1) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Delivery Date has occurred until either all Bonds of that maturity allocated to it have been sold or until it is notified by the winning bidder that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Delivery Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder and (2) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires.

(B) to promptly notify the winning bidder of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Delivery Date has occurred,

until either all Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Delivery Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

(h) Sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Official Notice of Sale. Further, for purposes of this Official Notice of Sale:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and **(**B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date that the Bonds are awarded by the City to the winning bidder, which is expected to be _____, 2026.

CONTINUING DISCLOSURE

In the Resolution, the City has authorized the execution and delivery of a Continuing Disclosure Certificate, under which the City commits to provide certain annual information and notices of certain enumerated events, as required by Rule 15c2-12 (the "Rule") promulgated by the U.S. Securities and Exchange Commission. In order to assist bidders in complying with the

Rule, the City will undertake to provide, or cause to be provided, certain financial information and operating data and to provide notices of certain events, if material. Such information will be filed with the MSRB through its Electronic Municipal Market Access System ("EMMA"). Notices of material events will be filed with the Municipal Securities Rulemaking Board through EMMA. The form of such Continuing Disclosure Certificate is included as Appendix D to the Preliminary Official Statement and is described in the Preliminary Official Statement under the caption "CONTINUING DISCLOSURE."

CERTIFICATE

The City will deliver to the purchaser of the Bonds a certificate of an official of the City, dated the date of delivery of said Bonds, stating that as of the date thereof, to the best of the knowledge and belief of said official, the Official Statement does not contain an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, and further certifying that the signatory knows of no material adverse change in the financial condition of the City.

CHOICE OF LAW

Any litigation or claim arising out of any bid submitted (regardless of the means of submission) pursuant to this Official Notice of Sale shall be governed by and construed in accordance with the laws of the State of Florida. The venue situs for any such action shall be the state courts of the Fifth Judicial Circuit in and for Lake County, Florida.

NOTICE OF BIDDERS REGARDING PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

CITY OF MOUNT DORA, FLORIDA

By: _____
Vince Sandersfeld, City Manager

Dated: August __, 2026

EXHIBIT A
TRUTH-IN-BONDING STATEMENT
AND DISCLOSURE

In compliance with Section 218.385, Florida Statutes, as amended, the undersigned bidder submits the following Truth-In-Bonding Statement with respect to the hereinafter Bonds (NOTE: For information purposes only and not a part of the bid):

The City of Mount Dora, Florida (the "Issuer") is proposing to issue $_____ of Non-Ad Valorem Refunding Revenue Bonds, Series 2026 (the "Bonds") for the purpose of currently refunding the principal amount drawn on the City's Redevelopment Revenue Note, Series 2025. This debt or obligation is expected to be repaid over a period of _____ years. At a true interest cost of _____%, total interest paid over the life of the debt or obligation will be $_____.

The source of repayment or security for this proposal is the Non-Ad Valorem Revenues, as defined in Resolution No. 2026-_____ adopted on August 3, 2026, budgeted and appropriated for payment. Authorizing this debt or obligation will result in approximately $_____ (representing the average annual debt service with respect to the Bonds) of Non Ad-Valorem Revenues not being available to finance the other services of the Issuer each year for _____ years.

In compliance with Section 218.386, Florida Statutes, the undersigned, on behalf of itself and all other members of the underwriting group, if any, hereby certifies that neither it nor any member of the underwriting group have paid any "finder's fees" as defined in Section 218.386, Florida Statutes, any bonus, fee or gratuity in connection with the sale of the Bonds.

Bidder's Name: _____
By: _____
Title: _____
Date: _____

EXHIBIT B
FORM OF ISSUE PRICE CERTIFICATE

$_____
CITY OF MOUNT DORA, FLORIDA
NON-AD VALROEM REFUNDING REVENUE BONDS, SERIES 2026

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of _____ (the "Underwriter"), hereby represents and warrants that it has an established industry reputation for underwriting new issuances of municipal bonds and certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

[Alternate 1 - Competitive Safe Harbor Met]

[1. Reasonably Expected Initial Offering Price. (a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Underwriter are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Underwriter in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Underwriter to purchase the Bonds.

(b) The Underwriter was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Underwriter constituted a firm offer to purchase the Bonds.**]**

[Alternate 2 - Competitive Sale Requirements Not Met – General Rule and/or Hold-the-Offering Price to Apply]

[1. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the General Rule Maturities was sold to the Public is the respective price listed in Schedule A.

2. Initial Offering Price of the Hold-the-Offering-Price Maturities.

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) The Underwriter has retained all of the unsold Bonds of each Hold-the-Offering-Price Maturity of the Bonds and has neither offered nor sold any of the unsold Bonds of such Maturity of the Hold-the-Offering-Price Maturities to any person at a price that is higher than the respective Initial Offering Price for that Maturity during the Holding Period for such Maturity.**]**

2. **[**3.**]** Defined Terms.

[(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."]

[(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]

[(c) *Holding Period* means with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *City* means City of Mount Dora, Florida.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.

(g) *Related Party* means an entity that shares with another entity (1) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (2) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (3) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(h) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2026.

(i) *Underwriter* means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract

directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Certificate as to Arbitrage and Certain Other Tax Matters relating to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bryant Miller Olive P.A. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Bonds.

_____

By:_____
Name:
Title:

Dated: _____, 2026

SCHEDULE A

EXPECTED OFFERING PRICES
OR
PRICES OF SOLD AND UNSOLD BONDS

SCHEDULE B

COPY OF UNDERWRITER'S BID

EXHIBIT C
AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2026

NEW ISSUE – BOOK-ENTRY ONLY **SEE "RATINGS" herein**

In the opinion of Bryant Miller Olive P.A., Bond Counsel, assuming compliance by the City with certain covenants, under existing statutes, regulations, and judicial decisions, the interest on the Series 2026 Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and is not an item of tax preference for purposes of the federal alternative minimum tax; however, interest on the Series 2026 Bonds may be taken into account for the purpose of computing the alternative minimum tax imposed on certain corporations. See "TAX MATTERS" herein for a description of other tax consequences to holders of the Series 2026 Bonds.

$_____*

CITY OF MOUNT DORA, FLORIDA
Non-Ad Valorem Refunding Revenue Bonds,
Series 2026

Dated: Date of Delivery Due: November 1, as shown on inside cover

The City of Mount Dora, Florida Non-Ad Valorem Refunding Revenue Bonds, Series 2026 (the "Series 2026 Bonds") will be issued by the City of Mount Dora, Florida (the "City") only as fully registered bonds and will be initially registered only in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), which will act as securities depository for the Series 2026 Bonds. The Series 2026 Bonds will be issued in the denomination of $5,000 each or any integral multiple thereof only under the book-entry system maintained by DTC through brokers and dealers who are, or act through, DTC Participants. Purchasers will not receive physical delivery of the Series 2026 Bonds. So long as any purchaser is the Beneficial Owner (as defined herein) of a Series 2026 Bond, such purchaser must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of principal of and interest on such Series 2026 Bond. See "DESCRIPTION OF THE SERIES 2026 BONDS - Book-Entry Only System" herein. Interest on the Series 2026 Bonds will be payable semiannually on February 1 and August 1 of each calendar year, commencing on February 1, 2027. U.S. Bank Trust Company, National Association, Jacksonville, Florida, shall serve as initial Bond Registrar and Paying Agent for the Series 2026 Bonds.

The Series 2026 Bonds are being issued pursuant to Resolution No. 2026-_____, adopted by the City Council of the City on August __, 2026 (the "Resolution") to (i) currently refunding the principal amount drawn on the City's Redevelopment Revenue Note, Series 2025, (ii) fund any additional costs of the Project (as defined herein) if deemed necessary by the City Manager, and (iii) pay transaction costs and expenses relating to the issuance and sale of the Series 2026 Bonds.

The Series 2026 Bonds are subject to redemption prior to maturity, as described herein.

The Series 2026 Bonds are payable from the Non-Ad Valorem Revenues (as defined herein) budgeted and appropriated by the City for purpose of payment of the debt service on the Series 2026 Bonds in the manner and to the extent provided in the Resolution and deposited into the Debt Service Fund created under the Resolution (collectively, the "Pledged Revenues"). "Non-Ad Valorem Revenues" means all revenues of the City other than revenues generated from ad valorem taxation on real or personal property, which are legally available to make the payments on the Series 2026 Bonds. The City has covenanted and agreed in the Resolution to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and deposit into the Debt Service Fund, amounts of Non-Ad Valorem Revenues to pay principal of and interest on the Series 2026 Bonds not being paid from other amounts, as

* Preliminary, subject to change.

the same shall become due, after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues, payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City, and the provisions of Section 166.241, Florida Statutes.

THE SERIES 2026 BONDS SHALL NOT CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AND THE ANY HOLDERS OF ANY SERIES 2026 BOND SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE LEVY OF TAXES ON ANY PROPERTY OF OR IN THE CITY FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON ANY SERIES 2026 BOND.

This cover page contains certain information for quick reference only. It is not, and is not intended to be, a summary of this issue. Investors must read the entire Official Statement, and Appendices hereto, to obtain information essential to making an informed investment decision.

The Series 2026 Bonds are offered when, as and if issued, subject to the approving legal opinion of Bryant Miller Olive P.A., Orlando, Florida, Bond Counsel to the City. Certain legal matters will be passed upon for the City by Shepard, Smith, Hand & Brackins, P.A., City Attorney and Bryant Miller Olive P.A., Orlando, Florida, Disclosure Counsel. Hilltop Securities Inc., Orlando, Florida, is acting as Municipal Advisor to the City in regard to the issuance of the Series 2026 Bonds. The Series 2026 Bonds are expected to be available for delivery through the facilities of DTC, in definitive form on or about _____, 2026.

As set forth in the Official Notice of Sale, the purchase of a municipal bond insurance policy (the "Policy") will be at the option and expense of the bidder. The successful bidder will be responsible for procuring any such Policy and the payment of all costs associated with such Policy, including the premium charged by the municipal bond insurer (the "Insurer"). Insured ratings must be paid at the successful bidder's expense. See "Municipal Bond Insurance" in the Official Notie of Sale. In the event the successful bidder procures such Policy, disclosure regarding the Insurer and the Policy will be included in the final Official Statement, the "RATINGS" section will be updated to disclose the rating or ratings on any insured Series 2026 Bonds, and a specimen municipal bond insurance policy will be attached as an appendix to the final Official Statement.

Electronic bids for the Series 2026 Bonds will be received through *PARITY*® electronic bid submission system as described in the Official Notice of Sale.

Dated: _____, 2026

**$_____*
CITY OF MOUNT DORA, FLORIDA
Non-Ad Valorem Refunding Revenue Bonds,
Series 2026**

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS

$_____* Serial Bonds

Maturity (August 1)*	Principal Amount*	Interest Rate	Yield	Price	Initial CUSIP Number**
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037***					
2038***					
2039***					
2040***					
2041***					
2042***					
2043***					
2044***					
2045***					
2046***					
2047***					
2048***					
2049***					

* Preliminary, subject to change.

** Neither the City nor the Underwriter is responsible for the use of the CUSIP Numbers referenced herein nor is any representation made by the City or the Underwriter as to their correctness. The CUSIP Numbers provided herein are included solely for the convenience of the readers of this Official Statement.

*** Subject to Term Bond Option as described in the Official Notice of Sale.

RED HERRING LANGUAGE:

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2026 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The City has deemed this Preliminary Official Statement "final," except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission.

CITY OF MOUNT DORA, FLORIDA

MEMBERS OF THE CITY COUNCIL
James Homich, Mayor
John Cataldo, Vice-Mayor
Doug Bryant, Councilmember
Marc Crail, Councilmember
Dennis Dawson, Councilmember
Cal Rolfson, Councilmember
Nate Walker, Councilmember

CITY MANAGER
Vince Sandersfeld

FINANCE DIRECTOR
Jennifer Gates

CITY CLERK
Jeanann Hand

CITY ATTORNEY
Shepard, Smith, Hand & Brackins, P.A.
Orlando, Florida

BOND COUNSEL
Bryant Miller Olive P.A.
Orlando, Florida

DISCLOSURE COUNSEL
Bryant Miller Olive P.A.
Orlando, Florida

MUNICIPAL ADVISOR
Hilltop Securities Inc.
Orlando, Florida

No dealer, broker, salesman or other person has been authorized by the City or the underwriter listed in the section entitled "UNDERWRITING" herein (the "Underwriter") to give any information or to make any representations in connection with the Series 2026 Bonds other than as contained in this Official Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2026 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth herein has been obtained from the City, DTC, and other sources that are believed to be reliable, but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the City with respect to any information provided by others. The information and expressions of opinion stated herein are subject to change, and neither the delivery of this Official Statement nor any sale made hereunder shall create, under any circumstances, any implication that there has been no change in the matters described herein since the date hereof.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with and as part of its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

All summaries herein of documents and agreements are qualified in their entirety by reference to such documents and agreements, and all summaries herein of the Series 2026 Bonds are qualified in their entirety by reference to the form thereof included in the aforesaid documents and agreements.

NO REGISTRATION STATEMENT RELATING TO THE SERIES 2026 BONDS HAS BEEN FILED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR WITH ANY STATE SECURITIES COMMISSION. IN MAKING ANY INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE CITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE SERIES 2026 BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, SUBJECT TO ANY CONTRACTUAL OR LEGAL RESPONSIBILITIES TO THE CONTRARY.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE A CONTRACT BETWEEN THE CITY AND ANY ONE OR MORE OF THE HOLDERS OF THE SERIES 2026 BONDS.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFICIAL STATEMENT INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS OFFICIAL STATEMENT ARE FOR CONVENIENCE ONLY AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION OF ANY PROVISIONS OR SECTIONS IN THIS OFFICIAL STATEMENT. THE OFFERING OF THE SERIES 2026 BONDS IS MADE BY MEANS OF THIS ENTIRE OFFICIAL STATEMENT.

REFERENCES TO WEBSITE ADDRESSES PRESENTED IN THIS OFFICIAL STATEMENT ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER'S CONVENIENCE. UNLESS SPECIFIED OTHERWISE SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS OFFICIAL STATEMENT.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN EITHER BOUND OR PRINTED FORMAT ("ORIGINAL BOUND FORMAT"), OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: WWW.MUNIOS.COM AND WWW.EMMA.MSRB.ORG. THIS OFFICIAL STATEMENT MAY BE RELIED ON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT, OR IF IT IS PRINTED OR SAVED IN FULL DIRECTLY FROM THE AFOREMENTIONED WEBSITES.

TABLE OF CONTENTS

Page

INTRODUCTION **1**
THE PROJECT **2**
THE REFUNDING PLAN **2**
DESCRIPTION OF THE SERIES 2026 BONDS **2**
General 2
Redemption Provisions 2
Book-Entry Only System 4
Negotiability, Registration and Transfer of Series 2026 Bonds 7
Series 2026 Bonds Mutilated, Destroyed, Stolen or Lost 7
SECURITY FOR THE SERIES 2026 BONDS **8**
Series 2026 Bonds Not General Obligations 8
Pledged Revenues 8
Covenant to Budget and Appropriate 8
Debt Service Fund 9
Project Fund 10
Redemption Account 10
No Debt Service Reserve Fund 10
Rebate Fund 10
Books and Records; Annual Audit 10
Special Funds; Investments 10
GENERAL INFORMATION REGARDING NON-AD VALOREM REVENUES **11**
General 11
Taxes 12
Intergovernmental Revenues 14
Northeast CRA Tax Increment Revenues 19
Permits, Fees and Special Assessments 22
Fire Services Special Assessment 23
Charges for Services 23
Fines and Forfeitures 23
Miscellaneous Revenues 23
General Fund and Historical Non-Ad Valorem Revenues 24
Other Debt of the City 26
Financial Management Policies 27
LIABILITIES OF THE CITY **28**
Defined Contribution Plan 28
Defined Benefit Plans 28
Other Post-Employment Benefits (OPEB) 28
PROPERTY TAX REFORM **29**
ESTIMATED SOURCES AND USES OF FUNDS **35**
DEBT SERVICE REQUIREMENTS **36**
THE CITY **37**
General 37
City Management 37
Demographics 38
RISK FACTORS **38**
General 38

Legislative Risks 38
Economic Considerations 38
Climate Change and Natural Disasters 39
Cybersecurity 39
Public Health Emergencies 40
TAX MATTERS 40
General 40
Information Reporting and Backup Withholding 41
Other Tax Matters 42
Tax Treatment of Original Issue Discount 42
Tax Treatment of Bond Premium 43
LITIGATION 43
UNDERWRITING 43
LEGAL MATTERS 44
MUNICIPAL ADVISOR 45
RATINGS 45
CONTINUING DISCLOSURE 45
AUDITED FINANCIAL STATEMENTS 46
DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS 46
CONTINGENT FEES 46
ENFORCEABILITY OF REMEDIES 47
ACCURACY AND COMPLETENESS OF OFFICIAL STATEMENT 47
AUTHORIZATION OF OFFICIAL STATEMENT 48

APPENDIX A - GENERAL INFORMATION - CITY OF MOUNT DORA, FLORIDA
APPENDIX B - CITY OF MOUNT DORA, FLORIDA ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FISCAL YEAR ENDED SEPTEMBER 30, 2025
APPENDIX C - COPY OF RESOLUTION
APPENDIX D - FORM OF CONTINUING DISCLOSURE CERTIFICATE
APPENDIX E - FORM OF OPINION OF BOND COUNSEL

OFFICIAL STATEMENT
relating to the issuance of

$_____*
CITY OF MOUNT DORA, FLORIDA
Non-Ad Valorem Refunding Revenue Bonds,
Series 2026

INTRODUCTION

This Official Statement, including the cover page and Appendices, is provided by the City of Mount Dora, Florida (the "City"), in order to set forth certain information regarding the City, and the issuance and sale of its $_____* aggregate principal amount of Non-Ad Valorem Refunding Revenue Bonds, Series 2026 (the "Series 2026 Bonds") authorized pursuant to Resolution No. 2026-_____ adopted by the City Council of the City (the "City Council") on August __, 2026 (the "Resolution"). The Resolution is included as "APPENDIX C – COPY OF RESOLUTION" hereto.

The Series 2026 Bonds are being issued to (i) currently refund the principal amount drawn on the City's Redevelopment Revenue Note, Series 2025 (the "Series 2025 Note"), (ii) fund any additional costs of the Project if deemed necessary by the City Manager, and (iii) pay transaction costs and expenses related to the issuance of the Series 2026 Bonds. The Series 2026 Bonds are being issued pursuant to the Constitution and laws of the State of Florida (the "State"), including Chapter 163, Part III, Florida Statutes, Chapter 166, Parts I and II, Florida Statutes, the Charter of the City, and other applicable provisions of law and the Resolution. See "THE PROJECT" and "THE REFUNDING PLAN" herein.

The Series 2026 Bonds are payable from the Non-Ad Valorem Revenues (as defined herein) budgeted and appropriated by the City for purpose of payment of the debt service on the Series 2026 Bonds in the manner and to the extent provided in the Resolution and deposited into the Debt Service Fund created under the Resolution (collectively, the "Pledged Revenues"). "Non-Ad Valorem Revenues" means all revenues of the City other than revenues generated from ad valorem taxation on real or personal property, which are legally available to make the payments on the Series 2026 Bonds. The City has covenanted and agreed in the Resolution to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and deposit into the Debt Service Fund, amounts of Non-Ad Valorem Revenues to pay principal of and interest on the Series 2026 Bonds not being paid from other amounts, as the same shall become due, after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues, payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City, and the provisions of Section 166.241, Florida Statutes.

THE SERIES 2026 BONDS SHALL NOT CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AND THE HOLDERS OF ANY SERIES 2026 BOND SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE LEVY OF TAXES ON ANY PROPERTY OF OR IN THE CITY FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON ANY SERIES 2026 BOND.

* Preliminary, subject to change.

The City has covenanted to provide certain continuing disclosure information relating to the Series 2026 Bonds pursuant to Rule 15c2-12 of the U.S. Securities and Exchange Commission (the "SEC"). See "CONTINUING DISCLOSURE" herein.

Certain capitalized terms used in this Official Statement have the meanings assigned to such terms in the Resolution, except as otherwise indicated herein. The Resolution is attached to this Official Statement as "APPENDIX C – COPY OF RESOLUTION". The descriptions of the Series 2026 Bonds, the documents authorizing and securing the same, and the information from various reports and statements contained herein are not comprehensive or definitive. All references herein to such documents, reports and statements are qualified by the entire, actual content of such documents, reports and statements. Copies of such documents, reports and statements referred to herein that are not included in their entirety in this Official Statement may be obtained from the City Manager, 510 N. Baker Street, Mount Dora, Florida 32757, (352) 735 7126.

THE PROJECT

The Project shall mean the design, construction, acquisition, improvement and equipping of a community resource and recreation center to be located in the Northeast Community Redevelopment Area (the "Project").

THE REFUNDING PLAN

The City has determined to currently refund the Series 2025 Note issued as interim construction financing for the Project, in anticipation of the issuance of the Series 2026 Bonds as long-term financing of the Project. The Series 2025 Note is expected to be called for redemption on _____, 2026 (the "Redemption Date"), at a Redemption Price equal to 100% of the outstanding principal amount of the Series 2025 Note, plus accrued interest to the Redemption Date.

DESCRIPTION OF THE SERIES 2026 BONDS

General

The Series 2026 Bonds are issuable only in the form of fully registered bonds in the denomination of $5,000 each or any integral multiple thereof. The Series 2026 Bonds will be dated their date of delivery and will bear interest at the rates and will mature on the dates and in the amounts set forth on the inside cover page of this Official Statement. Interest on the Series 2026 Bonds is payable semiannually on February 1 and August 1 of each calendar year, commencing on February 1, 2027 (each, an "Interest Date"). Interest on the Series 2026 Bonds shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Principal shall be payable annually on August 1 of the years and in the amounts set forth on the inside cover hereof. Principal of and interest on the Series 2026 Bonds will be payable in the manner described under "Book-Entry Only System" herein. U.S. Bank Trust Company, National Association, Jacksonville, will act as Paying Agent and Bond Registrar for the Series 2026 Bonds (the "Paying Agent" or "Bond Registrar").

Redemption Provisions

Optional Redemption. The Series 2026 Bonds maturing on or prior to August 1, 2036, are not subject to redemption prior to maturity. The Series 2026 Bonds maturing after August 1, 2036, are subject to redemption prior to their respective dates of maturity on or after August 1, 2036, in whole or in part at any

time, in any order of maturity selected by the City and by lot within a maturity at a redemption price of 100% of the principal amount of the Series 2026 Bonds to be redeemed, together with accrued interest to the date fixed for redemption, without premium.

Mandatory Redemption (applicable if Term Bond Option is selected). The Series 2026 Bonds maturing on August 1, 20__ are subject to mandatory redemption in part at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon without premium from Amortization Installments on the dates and in the principal amounts set forth below:

Redemption Dates (August 1)	**Principal Amounts**
	$
*	

* Final Maturity

Selection of Series 2026 Bonds to be Redeemed. The Series 2026 Bonds shall be redeemed only in the principal amount of $5,000 each and integral multiples thereof. The City shall, at least sixty (60) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount of the Series 2026 Bonds to be redeemed. For purposes of any redemption of less than all of the Outstanding Series 2026 Bonds of a single maturity, the particular Series 2026 Bonds or portions of the Series 2026 Bonds to be redeemed shall be selected not more than forty-five (45) days prior to the redemption date by the Bond Registrar from the Outstanding Series 2026 Bonds of the maturity or maturities designated by the City by such method as the Bond Registrar shall deem fair and appropriate and which may provide for the selection for redemption of the Series 2026 Bonds or portions of the Series 2026 Bonds in principal amounts of $5,000 and integral multiples thereof. Notwithstanding the foregoing, in the event that less than the entire principal amount of a Term Bond is to be optionally redeemed, the City shall determine how the principal amount of such refunded Term Bond is to be allocated to the Amortization Installments for the Term Bond and shall notify the Paying Agent and Bond Registrar of such allocation.

If less than all of the Outstanding Series 2026 Bonds of a single maturity are to be redeemed, the Bond Registrar shall promptly notify the City and Paying Agent (if the Bond Registrar is not the Paying Agent for such Bonds) in writing of the Series 2026 Bonds or portions of the Series 2026 Bonds selected for redemption and, in the case of any Series 2026 Bond selected for partial redemption, the principal amount thereof to be redeemed.

Notice of Redemption. Unless waived by any Holder of the Series 2026 Bonds to be redeemed, notice of any redemption made pursuant to this section shall be given by the Bond Registrar on behalf of the City by mailing a copy of an official redemption notice by registered or certified mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to each Holder of the Series 2026 Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Bond Registrar or at such other address as shall be furnished in writing by such Holder to the Bond Registrar; provided, however, that no defect in any notice given pursuant to the Resolution to any Holder of the Series 2026 Bonds to be redeemed nor failure to give such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Owners of the Series 2026 Bonds to be redeemed.

Every official notice of redemption shall be dated and shall state: (i) the redemption date, (ii) the Redemption Price, (iii) if less than all Outstanding Series 2026 Bonds are to be redeemed, the number (and, in the case of a partial redemption of any Series 2026 Bond, the principal amount) of each Series 2026 Bond to be redeemed, (iv) that, on the redemption date, the Redemption Price will become due and payable upon each such Series 2026 Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and (v) that such Series 2026 Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price at the designated office of the Bond Registrar.

Prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the Redemption Price of all the Series 2026 Bonds or portions of the Series 2026 Bonds which are to be redeemed on that date. The City may provide that a notice of redemption may be contingent upon the occurrence of condition(s) and that if such condition(s) do not occur, the notice will be rescinded; provided notice of such rescission shall be mailed in the manner described herein to all Series 2026 Bondholders as soon as practicable after the City has determined to rescind the redemption. All notices with respect to the Series 2026 Bonds shall be made or given to DTC.

Redemption of Portions of Series 2026 Bonds. Any Series 2026 Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to, the Bond Registrar duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing) and the City shall execute and the Bond Registrar shall authenticate and deliver to the Holder of such Series 2026 Bond, without service charge, a new Series 2026 Bond or Bonds, of the same interest rate and maturity, and of any authorized denomination as requested by such Holder, in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Series 2026 Bonds so surrendered.

Payment of Redeemed Series 2026 Bonds. Notice of redemption having been given substantially as aforesaid, the Series 2026 Bonds or portions of the Series 2026 Bonds so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City shall default in the payment of the Redemption Price) such Series 2026 Bonds or portions of the Series 2026 Bonds shall cease to bear interest. Upon surrender of such Series 2026 Bonds for redemption in accordance with said notice, such Series 2026 Bonds shall be paid by the Bond Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. All Series 2026 Bonds which have been redeemed shall be cancelled by the Bond Registrar and shall not be reissued.

Book-Entry Only System

THE FOLLOWING INFORMATION CONCERNING DTC AND DTC'S BOOK-ENTRY ONLY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CITY BELIEVES TO BE RELIABLE, BUT THE CITY TAKES NO RESPONSIBILITY FOR THE ACCURACY THEREOF.

SO LONG AS CEDE & CO. IS THE REGISTERED HOLDER OF THE SERIES 2026 BONDS, AS NOMINEE OF DTC, CERTAIN REFERENCES IN THIS OFFICIAL STATEMENT TO THE SERIES 2026 BONDHOLDERS OR REGISTERED OWNERS OF THE SERIES 2026 BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2026 BONDS. THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORD KEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2026 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE SERIES 2026 BONDS TO DIRECT PARTICIPANTS (AS HEREINAFTER

DEFINED) OR BENEFICIAL OWNERS OF THE SERIES 2026 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2026 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE SERIES 2026 BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC. ACCORDINGLY, THE CITY NEITHER MAKES NOR CAN MAKE ANY REPRESENTATIONS CONCERNING THESE MATTERS.

DTC will act as securities depository for the Series 2026 Bonds. The Series 2026 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2026 Bond certificate will be issued for each maturity of the Series 2026 Bonds as set forth in the inside cover of this Official Statement, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and the Indirect Participants are collectively referred to herein as the "DTC Participants." DTC has a S&P Global Ratings ("S&P") rating of AA+. The DTC Rules applicable to its DTC Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2026 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2026 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2026 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2026 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2026 Bonds, except in the event that use of the book-entry system for the Series 2026 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2026 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2026 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2026 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2026 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2026 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2026 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Series 2026 Bonds may wish to ascertain that the nominee holding the Series 2026 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2026 Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2026 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2026 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, and distributions on the Series 2026 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Paying Agent on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying Agent, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest on the Series 2026 Bonds, as applicable, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2026 Bonds at any time by giving reasonable notice to the City or paying agent. Under such circumstances, in the event

that a successor depository is not obtained, the Series 2026 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, the Series 2026 Bond certificates will be printed and delivered to DTC.

Negotiability, Registration and Transfer of Series 2026 Bonds

The Bond Registrar and Paying Agent shall keep books for the registration of transfers of Series 2026 Bonds as provided in the Resolution. The transfer of any Series 2026 Bonds may be registered only upon such books and only upon surrender thereof to the Bond Registrar and Paying Agent together with an assignment duly executed by the Bondholder or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar and Paying Agent. Upon any such registration of transfer, the City shall execute, and the Bond Registrar and Paying Agent shall authenticate and deliver in exchange for such Series 2026 Bond, a new Series 2026 Bond or Series 2026 Bonds registered in the name of the transferee, and in an aggregate principal amount equal to the principal amount of such Series 2026 Bond or Series 2026 Bonds so surrendered.

In all cases in which Series 2026 Bonds shall be exchanged, the City shall execute, and the Bond Registrar and Paying Agent shall authenticate and deliver, at the earliest practicable time, Series 2026 Bonds in accordance with the provision of the Resolution. All Bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Bond Registrar and Paying Agent. The City or the Bond Registrar and Paying Agent may make a charge for every such exchange or registration of transfer of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made to any Bondholder for the privilege of exchanging or registering the transfer of Series 2026 Bonds under the provisions of the Resolution. Neither the City nor the Bond Registrar and Paying Agent shall be required to make any such exchange or registration of transfer of Series 2026 Bonds during fifteen (15) days immediately preceding any Bond Service Payment Date or, in the case of any proposed redemption of the Series 2026 Bonds then, for the Series 2026 Bonds called for redemption, during the fifteen (15) days preceding the date of the mailing of notice of such redemption and continuing until such redemption date.

The person in whose name any Series 2026 Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of any such Series 2026 Bond, and the interest on any such Series 2026 Bonds, shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2026 Bond including the premium, if any, and interest thereon to the extent of the sum or sums so paid.

Series 2026 Bonds Mutilated, Destroyed, Stolen or Lost

In case any Series 2026 Bond shall become mutilated, or be destroyed, stolen or lost, the City may, in its sole discretion, cause to be executed, and the Bond Registrar and Paying Agent shall authenticate and deliver, a new Series 2026 Bond of like date and tenor as the Series 2026 Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Series 2026 Bond upon surrender and cancellation of such mutilated Series 2026 Bond or in lieu of and substitution for the Series 2026 Bond destroyed, stolen or lost, and upon the Holder furnishing the City and the Bond Registrar and Paying Agent

proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the City and the Bond Registrar and Paying Agent may prescribe and paying such expenses as the City and the Bond Registrar and Paying Agent may incur. All Series 2026 Bonds so surrendered shall be canceled by the City. If any of the Series 2026 Bonds shall have matured or be about to mature, instead of issuing a substitute Series 2026 Bond, the City may pay the same, upon being indemnified as aforesaid, and if such Series 2026 Bond is lost, stolen or destroyed, without surrender thereof.

SECURITY FOR THE SERIES 2026 BONDS

Series 2026 Bonds Not General Obligations

THE SERIES 2026 BONDS SHALL NOT CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AND THE HOLDERS OF ANY SERIES 2026 BOND SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE LEVY OF TAXES ON ANY PROPERTY OF OR IN THE CITY FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON ANY SERIES 2026 BOND.

Pledged Revenues

The Series 2026 Bonds are payable from the Pledged Revenues which includes Non-Ad Valorem Revenues budgeted and appropriated by the City for the purpose of payment of the debt service on the Series 2026 Bonds in the manner and to the extent provided in the Resolution and deposited into the Debt Service Fund created under the Resolution. The City has covenanted and agreed in the Resolution to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund amounts of Non-Ad Valorem Revenues sufficient to pay principal of and interest on the Series 2026 Bonds not being paid from other amounts as the same shall become due.

Covenant to Budget and Appropriate

Subject to the next paragraph, in the Resolution the City has covenanted and agreed and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund created in the Resolution, amounts sufficient to pay principal of and interest on the Series 2026 Bonds not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the City to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues is cumulative to the extent not paid and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided in the Resolution. The City further acknowledges and agrees that the obligations of the City to include the amount of such amendments in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth in the Resolution.

Until such monies are budgeted, appropriated and deposited as provided in the Resolution, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Registered Owner a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors

of the City. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a lien on and pledge of specific components of the Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in the Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the City thereunder shall be payable solely from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for in the Resolution and nothing therein shall be deemed to pledge ad valorem taxing power or ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the City and no Registered Owner of the Series 2026 Bonds nor any other person, may compel the levy of ad valorem taxes on any real or personal property within the boundaries of the City or the use or application of ad valorem tax revenues in order to satisfy any payment obligations under the Resolution or to maintain or continue any of the activities of the City which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Notwithstanding any provisions of the Resolution or the Series 2026 Bonds to the contrary, the City shall never be obligated to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues. The City is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. Until such monies are budgeted, appropriated and deposited as provided in the Resolution, neither the Resolution nor the obligations of the City under the Resolution shall be construed as a pledge of or a lien on all or any Non-Ad Valorem Revenues of the City, but shall be payable solely as provided therein subject to the availability of Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues, payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City, and the provisions of Section 166.241, Florida Statutes.

Debt Service Fund

The Resolution establishes the Non-Ad Valorem Refunding Revenue Bonds, Series 2026 Debt Service Fund (the "Debt Service Fund"), which is required to be maintained on the books of the City as a separate account (but need not be maintained as a separate bank or deposit account). Moneys in the Debt Service Fund shall be used only to pay principal of and interest on the Series 2026 Bonds and for no other purpose.

Amounts on deposit in the Debt Service Fund may be invested and reinvested by the City in Authorized Investments maturing or redeemable at the option of the City not later than the date such amounts are needed for the payments required under the Resolution. All income from the investment of moneys in the Debt Service Fund shall be retained therein and used for the purposes thereof.

The City shall not be required to make any further payments into the Debt Service Fund when the aggregate amount of money and Authorized Investments therein is at least equal to the maximum principal amount outstanding on the Series 2026 Bonds plus accrued interest thereon through maturity.

The designation of the Debt Service Fund as a special fund shall not be construed to require the establishment of a completely independent, self-balancing fund, as such term is commonly used and defined in governmental accounting, but is intended solely to constitute an earmarking of certain moneys and investments for certain purposes and to establish certain priorities for application of such moneys and investments as provided in the Resolution. The moneys and investments required to be accounted for in such funds may be pooled with other moneys in a single fund or account, provided that adequate accounting records are maintained to reflect the allocation of the moneys and investments on deposit

therein to the respective funds and to control the restricted uses of such moneys and investments for the various purposes as therein provided.

Until applied in accordance with the Resolution, the Non-Ad Valorem Revenues of the City on deposit in the Debt Service Fund and other amounts on deposit from time to time therein, plus any earnings thereon, are pledged to the repayment of the Series 2026 Bonds as Pledged Revenues.

Project Fund

The Resolution establishes the City of Mount Dora, Florida Non-Ad Valorem Refunding Revenue Bonds, Series 2026 Project Fund (the "Project Fund"), to be created and held by the City to be used to pay the remaining costs of the Project.

Redemption Account

Within the Debt Service Fund there may be established a redemption account in the event any Series 2026 Bonds are issued as Term Bonds (the "Redemption Account"). If applicable, an amount each Bond Year equal to the Amortization Installments for any Series 2026 Bonds issued as Term Bonds is required to be deposited to the Redemption Account to provide for redemption of such Term Bonds as the same become due.

No Debt Service Reserve Fund

The Series 2026 Bonds are not secured by a debt service reserve fund.

Rebate Fund

The City has created and established pursuant to the Resolution a special fund to be known as the "City of Mount Dora, Florida Non-Ad Valorem Revenue Bonds, Series 2026 Rebate Fund." Moneys in the Rebate Fund are not subject to a lien and charge in favor of the Holders of the Series 2026 Bonds.

Books and Records; Annual Audit

Books and records of the City shall be kept in which complete and correct entries shall be made, in accordance with generally accepted accounting principles. Pursuant to the Resolution, the City shall require that an annual audit of the books, records and accounts of the City be completed as soon as reasonably practicable after the end of each Fiscal Year by a qualified independent certified public accountant. The results of such audit shall be mailed, upon request, and made available, at all reasonable times, to any Holder or Holders of Bonds or anyone acting for and on behalf of the Holders of such Bonds; provided, however that any such costs shall be borne by such Holder or Holders as the case may be.

Special Funds; Investments

Each of the funds and accounts established and created under the Resolution constitute trust funds for the purposes provided herein for such funds and accounts, respectively. All such funds are required to be continuously secured in the manner by which the deposit of City funds are authorized to be secured by the laws of the State of Florida. Amounts on deposit in the funds and accounts created under the Resolution may be invested and reinvested in Authorized Investments. Earnings on such Authorized Investments shall be retained in the respective funds and accounts from which such earnings derive.

The moneys required to be accounted for in each of the foregoing funds and accounts established in the Resolution may be deposited in a single bank account, and funds allocated to the various funds and accounts established in the Resolution may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as provided in the Resolution.

The designation and establishment of the various funds and accounts in and by the Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as provided in the Resolution.

GENERAL INFORMATION REGARDING NON-AD VALOREM REVENUES

General

The City generally receives two primary sources of revenue: ad valorem taxes and non-ad valorem revenues. Ad valorem taxes may not be pledged for the payment of debt obligations of the City maturing more than twelve months from the date of issuance thereof without approval of the electorate of the City. The ad valorem taxes of the City are not pledged as security for the payment of the Series 2026 Bonds. Non-Ad Valorem Revenues include several major categories described below.

As more fully described herein under "SECURITY FOR THE SERIES 2026 BONDS," the City has covenanted and agreed in the Resolution, subject to certain restrictions and limitations, to budget and appropriate from Non-Ad Valorem Revenues in each Fiscal Year an amount sufficient to pay debt service on the Series 2026 Bonds. The term "Non-Ad Valorem Revenues" does not include all non-ad valorem revenues of the City, but instead includes only those which are legally available to make the payments required under the Resolution, which analysis is based upon the components of the Project and the source of the Non-Ad Valorem Revenues. As described herein under "SECURITY FOR THE SERIES 2026 BONDS," the obligation of the City to budget and appropriate Non-Ad Valorem Revenues is subject to a variety of factors, including the payment of essential governmental services of the City and the obligation of the City to have a balanced budget. See "SECURITY FOR THE SERIES 2026 BONDS – Covenant to Budget and Appropriate" herein and "APPENDIX C – COPY OF RESOLUTION" attached hereto for the full definition of "Non-Ad Valorem Revenues".

The Holders of the Series 2026 Bonds do not have a lien on any specific Non-Ad Valorem Revenues of the City and the City currently has, and may have in the future, outstanding certain other debt obligations payable from, and secured by a prior lien upon and pledge of, certain of the Non-Ad Valorem Revenues of the City. In addition, the City currently has, and may have in the future, certain other debt obligations payable in the same manner as the Series 2026 Bonds. See "— Other Debt of the City" and "GENERAL FUND AND HISTORICAL NON-AD VALOREM REVENUES" below.

A large percentage of the revenues of the City (other than enterprise fund revenues), including ad valorem taxes and Non-Ad Valorem Revenues, are deposited in the General Fund. The General Fund is the general operating fund of the City. It accounts for all financial resources except for those required to be accounted for in another fund. Revenues deposited in the General Fund do not directly correspond to the Non-Ad Valorem Revenues from which debt service on the Series 2026 Bonds is payable as some General

Fund revenues are ad valorem taxes or Non-Ad Valorem Revenues not legally available to pay debt service on the Series 2026 Bonds. Although the Series 2026 Bonds are not payable from ad valorem taxation, approximately 41.4% of General Fund revenues collected by the City came from ad valorem taxes in Fiscal Year ended September 30, 2025. To the extent that the future collection of ad valorem taxes is adversely affected, a larger portion of Non-Ad Valorem Revenues could be required to balance the budget and provide for the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the City or which are mandated by applicable law. See "PROPERTY TAX REFORM" herein for information on legislation affecting ad valorem tax exemptions.

The major sources of the City's Non-Ad Valorem Revenues are described below organized under six major categories of local government revenues: taxes, intergovernmental revenues, permits, fees and special assessments, charges for services, fines and forfeitures, and miscellaneous revenues.

Taxes

Utility Tax. The "Utility Tax" (also commonly referred to as the "Public Service Tax") is imposed by the City pursuant to the Constitution of the State, Section 166.231, Florida Statutes, the Utility Tax Ordinance (hereinafter defined) and other applicable provisions of law. Florida law authorizes any municipality in the State to levy a public service tax on the purchase within such municipality of electricity, metered natural gas, liquefied petroleum gas either metered or bottled, manufactured gas either metered or bottled, and water service. Pursuant to Ordinance No. 775 enacted by the City on November 7, 2000, as amended (the "Utility Tax Ordinance"), codified in Chapter 40, Article IV of the City Code of Ordinances (the "City Code"), the City levies a public service tax on the purchase of electricity, metered or bottled gas (natural, liquefied petroleum gas, or manufactured), and water service, at a rate of ten percent (10%) of the charge made by the seller of such service or commodity. This tax is required to be paid by the purchaser thereof to the seller at the time of paying the charge therefor, but not less than monthly.

State law provides that a municipality may exempt from the public service tax the first 500 kilowatts of electricity per month purchased for residential use. The City has not exempted the first 500 kilowatt hours of electricity purchased for residential use.

The amount of Utility Tax collected by the City may fluctuate as the price of water, gas and/or electricity fluctuates and a sustained increase in the price thereof may have an adverse effect on the amount of revenues collected from the Utility Tax.

Business Tax. The City is authorized to levy and collect a business tax (also commonly referred to as the "Occupational License Tax") for the privilege of engaging in or managing any business, profession or occupation within the jurisdiction of the City pursuant to Section 205.042, Florida Statutes, and Section Chapter 40, Article II of the City Code (the "Business Tax Ordinance").

Each person engaged in a business, occupation or profession within the City is required to obtain an occupational license on an annual basis on or prior to September 30 of, each year. Fees charged to those obtaining a business license vary by occupation as set forth in the Business Tax Ordinance. After September 30, receipts that are not renewed when due and payable are delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each subsequent month of delinquency until paid. However, the total delinquency penalty may not exceed 25% of the business tax for the delinquent establishment.

Any person who engages in or manages any business, occupation, or profession without first obtaining a local business tax receipt, if required, is subject to a penalty of 25% of the tax due, in addition to any other penalty provided by law or ordinance. Any person who engages in any business, occupation, or profession covered by Chapter 205, Florida Statutes, who does not pay the required business tax within 150 days after the initial notice of tax due, and who does not obtain the required business tax receipt, is subject to civil actions and penalties, including court costs, reasonable attorneys' fees, additional administrative costs incurred as a result of collection efforts, and a penalty of up to $250.

Chapter 205, Florida Statutes provides that the City may only increase by ordinance the rates of business taxes every other year by up to 5%. The increase, however, may be enacted only by a majority plus one vote of City Council.

Communications Services Tax. Pursuant to Chapter 202, Florida Statutes (the "Communications Services Tax Act"), counties and municipalities may levy a discretionary communications services tax (the "Local CST") on "Communications Services". The rate set can be adjusted for cities, such as the City, that do not levy a permit fee to service providers. The City levies the Local CST in accordance with Chapter 202, Florida Statutes. The current rate is 5.22%, which includes the 0.12% add-on permitted by Section 337.401, Florida Statutes, and established by the City for waiving the right to collect permit fees for the use of the rights-of-way by communications providers.

Communication Services are defined in the Communications Services Tax Act as the transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals, including video services, to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. The term includes such transmission, conveyance or routing in which computer processing applications are used to act on the form, code, or protocol of the content for purposes of transmission , conveyance or routing without regard to whether such service is referred to as voice-over-Internet-protocol ("VoIP") services or is classified by the Federal Communications Commission as enhanced or value-added. The term does not include, (a) information services, (b) installation or maintenance of wiring or equipment on a customer's premises, (c) the sale or rental of tangible personal property, (d) the sale of advertising, including, but not limited to, directory advertising, (e) bad check charges, (f) late payment charges, (g) billing and collection services, and (h) internet access service, electronic mail service, electronic bulletin board service, or similar on-line computer services.

The sale of Communications Services to (i) the federal government, or any instrumentality or agency thereof, or any entity that is exempt from State taxes under federal law, (ii) the State or any county, municipality or political subdivision of the State when payment is made directly to the dealer by the governmental entity, and (iii) any home for the aged or educational institution (which includes state tax-supported and nonprofit private schools, colleges and universities and nonprofit libraries, art galleries and museums, among others) or religious institutions (which includes, but is not limited to, organizations having an established physical place for worship at which nonprofit religious services and activities are regularly conducted) that is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), are exempt from the Local CST. In addition, the Local CST does not apply to any direct home satellite service.

Under the Communications Services Tax Act, local governments must work with the Florida Department of Revenue (the "FDOR") to properly identify service addresses in each municipality and county. If a jurisdiction fails to provide the FDOR with accurate service address information, the local

government risks losing tax proceeds that it should properly receive. The City believes it has provided the FDOR with all information that the FDOR has requested as of the date hereof and that such information is accurate.

Providers of Communications Services collect the Local CST and may deduct 0.75% as a collection fee (or 0.25% in the case of providers who do not employ an enhanced zip code data base or a data base that is either supplied or certified by the FDOR). The communications services providers remit the remaining proceeds to the FDOR for deposit into the Local Communications Services Tax Clearing Trust Fund (the "CST Trust Fund") and the FDOR then makes monthly contributions from the CST Trust Fund to the appropriate local governments after deducting up to 1% of the total revenues generated as an administrative fee.

The Communications Services Tax Act provides that, to the extent that a provider of Communications Services is required to pay to another state or a local taxing jurisdiction a tax, charge, or other fee under any franchise agreement or ordinance with respect to the services or revenues that are also subject to the Local CST, such provider is entitled to a credit against the amount of such Local CST payable to the State in the amount of such tax, charge, or fee with respect to such service or revenues. The amount of such credit is deducted from the amount that such state or local taxing jurisdiction is entitled to receive.

The amount of Local CST revenues received by the City is subject to increase or decrease due to (i) increases or decreases in the dollar volume of taxable sales within the City, (ii) legislative changes, and/or (iii) technological advances which could affect consumer preferences, such as VoIP. VoIP is a less expensive technology that allows telephone calls to be made in digital form using a broadband internet connection, rather than an analog phone line, and has the potential to supplant traditional telephone service. It is possible that VoIP could either reduce the dollar volume of taxable sales within the City or will be a non-taxable service altogether. The amount of the Local CST revenues collected within the City may also be adversely affected by de-annexation. Such de-annexation would decrease the number of addresses contained within the City. At this time there are no de-annexations anticipated within the City.

Intergovernmental Revenues

All revenues received by a local government unit from federal, state, and other local government sources in the form of grants, shared revenues, and payments in lieu of taxes would be included in the intergovernmental revenues category. The category is further classified into eight subcategories: federal grants, federal payments in lieu of taxes (PILOT), state grants, state shared revenues, state PILOT, local grants, local shared revenues, and local PILOT. If a particular grant is funded from separate intergovernmental sources, then the revenue is recorded proportionately. The largest component is the Local Government Half-Cent Sales Tax.

Local Government Half-Cent Sales Tax. Section 212.05, Florida Statutes (the "Sales Tax Act") authorizes the levy and collection by the State of a sales tax upon, among other things, the sales price of each item or article of tangible personal property sold at retail in the State, subject to certain exceptions and dealer allowances. In 1982, with the enactment of Chapter 218, Part VI, Florida Statutes, the Florida Legislature created the Local Government Half-Cent Sales Tax Program (the "Half-Cent Sales Tax Program") which distributes a portion of the sales tax revenue and money from the State's General Revenue Fund to counties and municipalities that meet strict eligibility requirements. In 1982, when the Half-Cent Sales Tax Program was created, the general rate of sales tax in the State was increased from 4% to 5%, and one-half of the fifth cent was devoted to the Half-Cent Sales Tax Program, thus giving rise to the name

"Half-Cent Sales Tax." Although the amount of sales tax revenue deposited into the Half-Cent Sales Tax Program is no longer one-half of the fifth cent of every dollar of the sales price of an item subject to sales tax, the name "Half-Cent Sales Tax" has continued to be utilized. As of October 1, 2001, the Half-Cent Sales Tax Trust Fund (hereinafter defined) began receiving a portion of certain taxes imposed by the State on Communications Services pursuant to Chapter 202, Florida Statutes. Accordingly, moneys distributed from the Half-Cent Sales Tax Trust Fund now consist of funds derived from both general sales tax proceeds and certain taxes imposed by the State on the sales of communications services required to be deposited into the Half-Cent Sales Tax Trust Fund.

The Half-Cent Sales Tax is collected on behalf of the State by businesses at the time of sale at retail, use, consumption, or storage for use or consumption, of taxable property and remitted to the State on a monthly basis. The Sales Tax Act provides for penalties and fines, including criminal prosecution, for non-compliance with the provisions thereof.

The general rate of sales tax in the State is currently 6%. Section 212.20, Florida Statutes, provides for the distribution of 8.9744% of sales tax revenues to the Half-Cent Sales Tax Clearing Trust Fund (the "Half-Cent Sales Tax Trust Fund"), after providing for certain transfers to the State's General Revenue Fund and Public Employees Relations Commission Trust Fund. Such amount deposited in the Half-Cent Sales Tax Trust Fund is earmarked for distribution to the governing body of each county and each participating municipality within that county pursuant the following distribution formula:

County Share
(percentage of total Half-Cent Sales Tax receipts) = $\dfrac{\text{unincorporated area population} + \text{2/3 incorporated area population}}{\text{total county population} + \text{2/3 incorporated area population}}$

Municipality Share
(percentage of total Half-Cent Sales Tax receipts) = $\dfrac{\text{municipality population}}{\text{total county population} + \text{2/3 incorporated area population}}$

For purposes of the foregoing formula, "population" is based upon the latest official State estimate of population certified prior to the beginning of the local government fiscal year. Should the City annex any area or should any area of the City de-annex from the City, the share of the Half-Cent Sales Tax received by the City would be respectively increased or decreased according to the foregoing formula. The City has no de-annexation plans at this time.

The Half-Cent Sales Taxes are distributed from the Half-Cent Sales Tax Trust Fund on a monthly basis to participating units of local government in accordance with the Sales Tax Act. The Sales Tax Act permits the City to pledge its share of the Half-Cent Sales Tax for the payment of principal of and interest on any capital project.

To be eligible to participate in the Half-Cent Sales Tax Program, each municipality and county is required to have satisfied the Eligibility Requirements (defined below). Those requirements include, but are not limited to, the following: (i) reported its finances for its most recently completed fiscal year to the Florida Department of Financial Services ("FDFS") as required by Florida law; (ii) made provisions for annual post audits of financial accounts in accordance with provisions of law; (iii) levied, as shown on its most recent financial report, ad valorem taxes, exclusive of taxes levied for debt service or other special

millages authorized by the voters, to produce the revenue equivalent to a millage rate of 3 mills on the dollar based upon 1973 taxable values or, in order to produce revenue equivalent to that which would otherwise be produced by such 3 mill ad valorem tax, to have received certain revenues from a county (in a case of a municipality), collected an occupational license tax or utility tax, or levied an ad valorem tax, or any combination of those four sources; (iv) certified that persons in its employ as law enforcement officers meet certain qualifications for employment, and receive certain compensation; (v) certified that persons in its employ as firefighters meet certain employment qualifications and are eligible for certain compensation; (vi) certified that each dependent special district that is budgeted separately from the general budget of such county or municipality has met the provisions for annual post audit of its financial accounts in accordance with law; and (vii) certified to the FDOR that it has complied with certain procedures regarding the establishment of the ad valorem tax millage of the county or municipality as required by law. The requirements described in (i) through (vii) are referred to herein as the "Eligibility Requirements".

If the City does not comply with the Eligibility Requirements, the City would lose its Half-Cent Sales Tax Trust Fund distributions for twelve (12) months following a "determination of noncompliance" by FDOR. The City has continuously maintained eligibility to receive the Half-Cent Sales Tax.

Although the Sales Tax Act does not impose any limitation on the number of years during which the City can receive distribution of the Half-Cent Sales Tax from the Half-Cent Sales Tax Trust Fund, there may be amendments to the Sales Tax Act in subsequent years imposing additional requirements of eligibility for counties and municipalities participating in the Half-Cent Sales Tax Program, or the distribution formulas may be revised.

The amount of Half-Cent Sales Tax received by the City is subject to increase or decrease due to (i) increases or decreases in the dollar volume of taxable sales within Lake County, Florida (the "County"), (ii) legislative changes relating to the overall sales tax, which may include changes in the scope of taxable sales, changes in the tax rate and changes in the amount of sales tax revenue deposited into the Half-Cent Sales Tax Trust Fund, (iii) changes in the relative population of the City, which affect the percentage of Half-Cent Sales Tax received by the City, and (iv) other factors which may be beyond the control of the City, including but not limited to the potential for increased use of electronic commerce and other internet-related sales activity that could have a material adverse impact upon the amount of sales tax collected by the State and then distributed to the City.

Infrastructure Sales Surtax. Pursuant to Chapter 212, Florida Statutes, counties are authorized to levy a local discretionary sales surtax of an additional one-half percent (1/2%) or one percent (1%) pursuant to ordinance enacted by a majority of the members of the board of county commissioners and approved by referendum. Chapter 212, Florida Statutes, provides that the levy on such surtax may be extended upon approval of a majority of the electors of the County voting in a referendum on the discretionary sales surtax.

Pursuant to a successful vote of the electors of the County held on November 3, 2015, the County authorized an extension of the levy of a local one-half percent (1/2%) discretionary sales surtax for a period ending December 31, 2032 (the "Infrastructure Sales Surtax").

The discretionary sales surtax is distributed by the FDOR pursuant to an Interlocal Agreement dated June 16, 2015, entered into between the County, the City, City of Tavares, City of Umatilla, City of Astatula, City of Eustis, City of Clermont, City of Groveland, City of Minneola, City of Fruitland Park, City of Leesburg, City of Montverde, City of Mascotte, City of Howey-in-the-Hills, City of Lady Lake, and the School Board of the County (the "2015 Interlocal Agreement"). Pursuant to the terms of the 2015 Interlocal

Agreement, the proceeds of the Infrastructure Sales Surtax are to be distributed as follows: a) the School Board of the County shall receive one-third (33.33%) of the net proceeds of the Infrastructure Sales Surtax revenue per year; b) the County shall receive one-third (33.33%) of the net proceeds of the Infrastructure Sales Surtax revenue per year; c) the combined municipalities referenced above shall receive one-third (33.33%) of the net proceeds of the Infrastructure Sales Surtax revenue per year to be divided among them based on population as set forth in Section 212.055(2)(c), Florida Statutes, and Section 218.62, Florida Statutes.

The proceeds of the Infrastructure Sales Surtax may only be expended to finance, plan and construct "infrastructure" which is defined as any fixed capital expenditure or fixed capital costs associated with the construction, reconstruction or improvement of public facilities which have a life expectancy of five or more years and any land acquisition, land improvement, design and engineering costs related thereto. Pursuant to Section 212.055(2)(e), Florida Statutes, as amended, municipalities receiving discretionary sales surtax proceeds may pledge such proceeds for the purpose of servicing new bond indebtedness incurred pursuant to law.

The FDOR has the responsibility to administer, collect, and enforce the Infrastructure Sales Surtax. Pursuant to Section 212.054(4)(b), Florida Statutes, the proceeds of the County's discretionary sales surtax collections are transferred to the Discretionary Sales Surtax Clearing Trust Fund. A separate account in the trust fund is established for each county imposing such a surtax. FDOR is authorized to deduct 3% of the total revenue generated for all counties levying a surtax for administrative costs. The amount deducted for administrative costs is required to be used only for those costs solely and directly attributable to the surtax. The total administrative costs are prorated among those counties levying the surtax on the basis of the amount collected for a particular county to the total amount collected for all counties. Historically the FDOR has deducted less than 1.0% for administrative costs.

Section 212.055(2)(d), Florida Statutes, expressly states that neither the proceeds from the infrastructure sales surtax nor the interest accrued thereon shall be used for operational expenses of any infrastructure, except a county that has a population of fewer than 75,000 and that is required to close a landfill may use such proceeds or interest for long-term maintenance costs associated with landfill closure. Further restrictions prohibit counties from using the infrastructure sales surtax to replace or supplant user fees or to reduce ad valorem taxes. The surtax applies to all transactions in the County that are subject to the State sales tax imposed on sales, use, rentals, admissions, and other transactions under Chapter 212, Florida Statutes. The surtax does not apply to the sales amount of tangible personal property greater than $5,000 or to long distance telephone service.

Pursuant to Section 212.15, Florida Statutes, vendors are required to remit sales tax receipts (including proceeds of any discretionary sales surtax) by the twentieth (20th) day of the month immediately following the month of collection. No statute prescribes a deadline for remitting surtax proceeds from FDOR to the local governing bodies. However, according to the accounting division of FDOR, FDOR consistently remits the surtax proceeds to such local governing bodies by the end of the month immediately following receipt by FDOR.

The share of the Infrastructure Sales Surtax that is to be distributed to the City will be affected by changes in the relative populations of the unincorporated and incorporated areas within the County. Such relative populations are subject to change through normal increases and decreases of population within the existing unincorporated and incorporated areas of the County and are also subject to change by annexation and de-annexation by municipalities such as the City.

The total amount of Infrastructure Sales Surtax collected within the County and distributed to the City is also subject to increase or decrease due to increases or decreases in the dollar volume of taxable sales within the County, which, in turn, is subject to among other things, (i) legislative changes which may include or exclude from taxation sales of particular goods or services, and (ii) changes in the dollar volume of purchases in the County, which is affected by changes in population and economic conditions.

The potential for increased use of electronic commerce and other Internet-related sales activity could have a material adverse impact upon the amount of Infrastructure Sales Surtax revenues collected by the County and distributed to the City.

State Revenue Sharing. A portion of certain taxes levied and collected by the State is shared with local governments under provisions of Chapter 218.215, Florida Statutes, from amounts deposited by the State into a fund held by the State referred to as the Revenue Sharing Trust Fund for Municipalities ("State Revenue Sharing Trust Fund for Municipalities").

The amount of the State Revenue Sharing Trust Fund for Municipalities distributed to any one municipality is based on an apportionment factor using a formula consisting of three equally weighted factors: (i) adjusted municipal population; (ii) derived municipal sales tax collections; and (iii) a municipality's relative ability to raise revenue, all as more fully described in Section 218.245, Florida Statutes. Finally, after making these adjustments, any remaining State Revenue Sharing Trust Fund monies are distributed on the basis of the additional money of each qualified municipality in proportion to the total additional money for all qualified municipalities.

The following are sources of revenues that are deposited into the State Revenue Sharing Trust Fund for Municipalities.

Sales Tax Revenues. The amount deposited by the FDOR into the State Revenue Sharing Trust Fund for Municipalities is 1.3653% of available sales and use tax collections after certain required distributions, and the net collections from the one-cent municipal fuel tax.

The sales and use tax provides the majority of the receipts for the guaranteed entitlement from the Revenue Sharing Trust Fund for Municipalities. For the State's 2025 fiscal year, approximately 82.1% of the deposits of the Revenue Sharing Trust Fund for Municipalities were from the sales and use tax, and approximately 17.9% were from the municipal fuel tax.

Municipal Fuel Tax. The proceeds of the municipal fuel tax imposed pursuant to Section 206.41(1)(c), Florida Statutes, after deducting certain service charges and administrative costs, is transferred into the Revenue Sharing Trust Fund for Municipalities. Funds derived from the municipal fuel tax on motor fuel may only be used to pay debt service allocable to transportation facilities and therefore, are not available to pay debt service on the Series 2026 Bonds.

To be eligible for State Revenue Sharing funds beyond the minimum entitlement (defined as the amount necessary to meet obligations to which the City has pledged amounts received from the State Revenue Sharing Trust Fund for Municipalities), a local government must have satisfied the Eligibility Requirements. If the City fails to comply with the Eligibility Requirements, the FDOR may utilize the best information available to it, if such information is available, or take any necessary action including disqualification, either partial or entire, and the City shall further waive any right to challenge the determination of the FDOR as to its distribution, if any. No unit of local government which was eligible to

participate in revenue sharing in the 3 years prior to initially participating in the Half-Cent Sales Tax shall be ineligible to participate in revenue sharing solely due to a millage or utility tax reduction afforded by the Half-Cent Sales Tax.

Six-Cent Local Option Gas Tax. Pursuant to Section 336.025, Florida Statutes, each county may impose a tax of one to six cents per gallon on motor and diesel fuel sold within the county's jurisdiction (the "Six Cent Local Option Gas Tax") and distribute the Six Cent Local Option Gas Tax to its municipalities pursuant to an interlocal agreement. The City may only use the proceeds from the Six Cent Local Option Gas Tax received from the County for certain transportation expenditures and to pay debt service on bonds that financed such transportation expenditures and therefore, the Six-Cent Local Option Gas Tax proceeds are not available to pay debt service on the Series 2026 Bonds.

Northeast CRA Tax Increment Revenues

Northeast Redevelopment Area and County Interlocal Agreements.

The Northeast Redevelopment Area was created pursuant to Ordinance No. 2020-11 of the City and encompassed approximately 469 acres of land in the City. The original Northeast Redevelopment Area was expanded pursuant to Ordinance No. 2024-20 to add an area of ___ acres of land in the City (the "Expansion Area") and references herein to the Northeast Redevelopment Area are as expanded.

Northeast CRA Interlocal Agreements.

The City and the Northeast Community Redevelopment Agency (the "Northeast CRA") entered into an Interlocal Agreement dated January 24, 2025 (the "Series 2025 Interlocal Agreement") to provide for the Northeast CRA's payments from tax increment revenues ("Northeast Increment Revenues") deposited into the Northeast Redevelopment Trust Fund (the "Redevelopment Trust Fund") to the City for annual principal and interest payment on the Series 2025 Note and all other amounts due and owning by the City under the Loan Agreement entered into between the City and the holder of the Series 2025 Note. Simultaneously or prior to the issuance of the Series 2026 Bonds, the City and the Northeast CRA will enter into a new Interlocal Agreement (the "Series 2026 Bonds Interlocal Agreement"), which will supersede the Series 2025 Interlocal Agreement, pursuant to which the Northeast CRA will covenant to fund, pay, reimburse and repay the City the amounts due under the Series 2026 Bonds and the Resolution, including payment of the principal of, interest on and all other amounts due on the Series 2026 Bonds from the Northeast Increment Revenues deposited into the Redevelopment Trust Fund. To the extent that the Northeast Increment Revenues are insufficient to fully pay the principal of and interest on the Series 2026 Bonds all in accordance with the Resolution, and the City has applied other Non-Ad Valorem Revenues for the payment thereof (an "Advance"), the Northeast CRA is required to repay such Advance and pay interest on such Advance at the same interest rate due on the Series 2026 Bonds. The obligations of the Northeast CRA described in the Series 2026 Bonds Interlocal Agreement are cumulative and shall continue until amounts due under the Series 2026 Bonds Interlocal Agreement and under the Resolution are fully paid by the Northeast CRA. The obligation to transfer the Northeast Increment Revenues to the City to pay the amounts due on the Series 2026 Bonds shall survive until the date on which the Series 2026 Bonds are no longer outstanding under the Resolution. The Northeast CRA will consent to the exercise of full and complete control and custody of the Redevelopment Trust Fund, and any and all moneys therein, by the City for the purpose provided in the Series 2026 Bonds Interlocal Agreement, including payment of the Series 2026 Bonds.

While the Northeast Increment Revenues paid to the City under the Series 2026 Interlocal Agreement shall be a Non-Ad Valorem Revenue source available to the City to pay the principal and interest payments on the Series 2026 Bonds, such Northeast Increment Revenues are not pledged as a source of security and payment for such Series 2026 Bonds and the holders of the Series 2026 Bonds do not have a lien on the Northeast Increment Revenues.

Redevelopment Trust Fund Revenues.

Each taxing authority that is required to make payments to the Redevelopment Trust Fund is by law required to do so on or before January 1st of each year. The taxing authorities required under the Act to make payments to the Redevelopment Trust Fund are the City and the County.

Required payments by the taxing authorities to the Redevelopment Trust Fund are based on the assessed valuation of taxable real property as of the previous January 1. On or before each January 1, each such taxing authority levying taxes in the Northeast Redevelopment Area must appropriate and pay to the Redevelopment Trust Fund an amount equal to 95% of the difference between:

(a) The amount of ad valorem taxes levied each year by that taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Northeast Redevelopment Area; and

(b) The amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the Northeast Redevelopment Area as shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.

Notwithstanding the foregoing, in connection with the expansion into the Expansion Area, the City and the County entered into an Interlocal Agreement Regarding Tax Increment Revenues dated March 3, 2026 pursuant to which the County and City agreed that the County would retain 45% of the Northeast Increment Revenues attributable to the Expansion Area and allocate 55% of Northeast Increment Revenues attributable to the Expansion Area to the Redevelopment Trust Fund.

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The following table shows amounts deposited into the Redevelopment Trust Fund for Fiscal Years ended 2021 through and including 2025. During Fiscal Year ending September 30, 2026 (tax year 2025-26), $1,635,794.50 (unaudited) has been deposited into the Redevelopment Trust Fund. The 2025-26 tax year was the first year for collection of Northeast Increment Revenues in the Expansion Area.

CITY OF MOUNT DORA, FLORIDA
NORTHEAST COMMUNITY REDEVELOPMENT AGENCY
NORTHEAST REDEVELOPMENT AREA
TAX INCREMENT REVENUES DEPOSITED IN THE REDEVELOPMENT TRUST FUND
FOR FISCAL YEARS ENDED SEPTEMBER 30, 2021 THROUGH 2025

Fiscal Year Ended September 30	Tax Increment Revenues[1]
2025	$1,396,348
2024	$1,204,396
2023	$ 963,138
2022	$ 745,946
2021	$ 595,075

Source: City of Mount Dora, Florida Annual Comprehensive Financial Reports for Fiscal Years Ended September 30, 2021 through 2025.

[1] Northeast Increment Revenues are legally available to pay up to the annual debt service on the Series 2026 Bonds. Funds remaining in the Redevelopment Trust Fund are allocated to other projects as set forth in the Redevelopment Plan and to fund a number of programs, repair and maintenance and the operational costs of the Nathaniel Bell Community Resource and Recreation Center.

Northeast Redevelopment Area Assessed Values.

Current and future Northeast Increment Revenues are predicated upon increases in assessed real property valuations in excess of taxable values recognized for a specific base year. With respect to the Northeast Redevelopment Area, increases are measured in terms of the base year of 1990 for the original Northeast Redevelopment Area, 2020 for the first expansion of the Northeast Redevelopment Area, and 2025 for the second expansion of the Northeast Redevelopment Area as shown in the following table:

Northeast Redevelopment Area	Base Year	Base Year Assessed Value	Assessed Value 2026
Mount Dora Northeast	1990	$11,370,766	$159,485,297
Mount Dora Northeast Expanded	2020	$2,100	$2,100
Mount Dora Northeast 2nd Expanded	2025	$213,562	$28,717,328

The incremental increase in assessed taxable values is used to measure the amount of the contribution which must be appropriated and contributed by each taxing authority which is required to make payments. The taxing authorities cannot be compelled to levy ad valorem taxes to make such payments. The statutory obligation of a taxing authority to make the required payments to a community

redevelopment trust fund continues for so long as a community redevelopment agency has indebtedness pledging tax increment revenues to the payment thereof outstanding, but not to exceed thirty (30) years from the date the redevelopment plan is last amended, but no later than sixty (60) years after the fiscal year in which the plan was initially approved or adopted. Additionally, the obligation of the governing body which established the community redevelopment agency to fund the community redevelopment trust fund annually continues until all loans, advances and indebtedness, if any, and interest thereon, of a community redevelopment agency incurred as a result of redevelopment in a community redevelopment area have been paid. See "PROPERTY TAX REFORM – Recent Proposed Amendments to State Constitution to Reduce Certain Ad Valorem Taxes" herein.

Permits, Fees and Special Assessments

General. These are revenues derived from the issuance of landlord licenses plus other miscellaneous licenses, permit fees and franchise fees.

The City charges franchise fees to entities providing certain utility services in the City pursuant to franchise agreements. The following franchisees currently provide services pursuant to franchise agreements discussed below:

Franchisee	Ordinance No.	Term of Franchise	Expiration Date
SECO	2016-03	20 years	April 5, 2036
Duke Energy (formerly known as Progress Energy Florida, Inc.)	2010-04	20 years	March 16, 2030
Peoples Gas System	2013-04	30 years	April 2, 2043
Waste Management, Inc.	696	7 years	September 30, 2027

The franchises described above expire prior to the final maturity of the Series 2026 Bonds. There can be no assurance that replacement or extensions of such franchises will be enacted.

Electric Utility Franchise Agreements.

SECO. On April 5, 2016, the City Council approved an agreement with Sumter Electric Cooperative, Inc. (SECO) pursuant to Ordinance No. 2016-03. The agreement grants a non-exclusive right to SECO to provide electric services to the City. The agreement is for twenty (20) years. Pursuant to the agreement, the City receives a monthly franchise amount that equals six percent (6%) of revenues collected by SECO.

Duke Energy. On March 16, 2010, the City Council approved an agreement with Duke Energy (formerly known as Progress Energy Florida, Inc.) pursuant to Ordinance No. 2010-04. The agreement grants a non-exclusive right to Duke Energy to provide electric services to the City. The agreement is for twenty (20) years. Pursuant to the agreement, the City receives a monthly franchise amount that equals six percent (6%) of revenues collected by Duke Energy.

Solid Waste Franchise Agreement. On July 15, 1997, the City Council established the municipal refuse collection service pursuant to Ordinance No. 696. On August 18, 2013, the City Council approved an agreement with Waste Management, Inc. The agreement grants exclusive rights to Waste Management, Inc. to collect solid waste within the City, such agreement commenced on October 1, 2013, subject to

termination upon default. The agreement was extended through September 30, 2027 pursuant to Resolution No. 2018-53 adopted by the City Council on July 17, 2018. The City continues to bill and collect from sanitation customers. The City retains $4.26 per month for each customer billed as revenue in the sanitation fund for operational costs. A 10% franchise fee is collected and recognized in the General Fund.

Gas Franchise Agreement. On April 2, 2013, the City approved an agreement with Peoples Gas System, a division of Tampa Electric Company, pursuant to Ordinance 2013-04. The agreement grants to Peoples Gas System a non-exclusive right to lay, erect, construct and maintain structures used in the sale, distribution, transportation or delivery of natural gas within the City. The agreement is for thirty (30) years. Pursuant to the agreement, the City receives a monthly franchise amount that equals six percent (6%) of net revenues collected by Peoples Gas System.

Fire Services Special Assessment

In 2016, the City established a supplemental dedicated funding source for the provision of fire-protection services and facilities through the imposition of a non-ad valorem special assessment (the "Fire Services Special Assessment"). The City may only use the Fire Services Special Assessment to pay that portion of debt service attributable to fire-protection services. The Fire Services Special Assessment is not available to pay debt service on the Series 2026 Bonds**.**

Charges for Services

Charges for various services provided by the City to residents, property owners, and grants received from other governments, including the following:

(a) Public Safety: fees for police services, false alarm charges and extra duty charges.
(b) Planning and Zoning: fees for inspections such as plumbing, electrical, elevator and mechanical inspections.
(c) Recreational Department: fees for parks and recreation activities and events.
(d) Other: fees for services not specifically mentioned above, i.e. traffic signal maintenance fees; site rental fees; median rental fees; and fuel tax refunds.
(e) Environmental (solid waste disposal fees).

Fines and Forfeitures

Fines and forfeitures reflect those penalties and fines imposed for the commission of statutory offenses, violation of lawful administrative rules and regulations, and for neglect of official duty. Forfeitures include revenues resulting from ordinance violation fines, filing fees and tax billed penalties.

Miscellaneous Revenues

This category includes a variety of revenues and transfers from other funds, including, but not limited to, donations, COBRA health insurance reimbursements, administrative copies, penalties, interest income, vending machine revenue, disposition of surplus equipment and legal settlements.

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General Fund and Historical Non-Ad Valorem Revenues

The following chart shows information regarding the General Fund and historical Non-Ad Valorem Revenues for the City's Fiscal Years ended September 30, 2021, through and including September 30, 2025:

GENERAL FUND AND HISTORICAL NON-AD VALOREM REVENUES

	As of the Fiscal Year Ended September 30				
	2021	**2022**	**2023**	**2024**	**2025**
REVENUES					
Taxes					
Ad Valorem[1]	$7,500,167	$7,983,744	$8,911,274	$10,358,693	$12,010,087
Local Option Gas Tax (Six-Cent Local Option Gas Tax)[2]	246,882	254,591	267,116	281,433	262,245
Communication Service Tax[3]	498,062	500,780	530,770	583,649	632,411
Utility Tax[3]	1,680,986	1,917,239	2,155,549	2,111,482	2,279,575
Local Business Tax	25,038	27,766	44,260	28,703	20,159
Total Taxes	**$9,951,135**	**$10,684,120**	**$11,908,969**	**$13,363,960**	**$15,204,477**
Permits and Fees					
Franchise Fees:					
Electric	$655,342	$717,295	$921,924	$865,746	$1,016,441
Gas	62,496	73,004	59,996	81,337	77,960
Solid Waste	228,956	231,628	244,395	259,763	294,525
Other	6,240	6,597	8,528	6,667	8,090
Other Permits	381,524	325,843	345,466	323,267	528,940
Total Permits and Fees	**$1,334,558**	**$1,354,367**	**$1,580,309**	**$1,536,780**	**$1,925,956**
Intergovernmental Revenue					
Grants[4]	$422,683	$281,104	$1,424,217	$1,011,880	$1,930,061
State Revenue Sharing[2]	791,164	959,437	1,071,049	1,165,908	1,237,234
Local Option Sales Tax	1,022,427	1,151,441	1,243,806	1,251,074	1,269,107
Infrastructure Sales Surtax[5]	1,573,560	1,874,300	1,961,446	2,105,860	2,338,478
County Revenue Sharing	45,981	17,717	38,904	180	138
County Voted One-Cent Gas Tax[2]	98,762	104,479	110,685	116,881	119,273
School Resource Officers Funding[4]	190,495	468,628	197,807	241,740	255,080
County Library Funding[4]	230,537	232,629	232,948	267,583	278,641
Total Intergovernmental Revenue	**$4,375,609**	**$5,089,735**	**$6,280,862**	**$6,161,106**	**$7,428,012**
Charges for Services					
Development Review and Service Fees	$760,394	$303,347	$387,489	$283,308	$243,439
Public Safety Revenue	190,255	295,089	424,507	352,101	270,397
Recreation Fees	64,856	1,054,159	1,085,069	944,964	1,056,533
Finance Fees	-	-	-	-	
Total Charges for Services	**$1,015,505**	**$1,652,595**	**$1,897,065**	**$1,580,373**	**$1,570,369**
Fines and Forfeitures					
Court and Parking Fines	$30,146	$28,322	$27,359	$21,619	$39,533
Library Fines	9,165	12,795	19,107	22,776	26,710
Code Enforcement Fines	61,311	22,255	19,229	108,481	137,469
Total Fines and Forfeitures	**$100,622**	**$63,372**	**$65,695**	**$152,876**	**$203,712**
Miscellaneous Revenue					
Miscellaneous Billings	$69,865	$42,537	$47,734	$59,937	$129,450
Investment Earnings (Losses)	11,014	(15,077)	145,603	505,402	485,984
Real Estate Rent	163,953	94,116	84,712	88,335	70,232

	As of the Fiscal Year Ended September 30				
	2021	**2022**	**2023**	**2024**	**2025**
Sale of Surplus Property	9,791	81,291	36,028	57,855	99,002
Contributions	34,978	18,501	45,520	42,928	119,523
Other Revenues	108,172	127,724	132,744	98,568	266,523
Total Miscellaneous Revenue	**$397,773**	**$349,092**	**$492,341**	**$853,025**	**$1,170,714**
Interfund Charges	**$4,894,366**	**$4,047,051**	**$3,863,068**	**$3,503,844**	**$3,874,673**
Other Financing Sources(6)	**$2,880,654**	**$1,178,150**	**$1,927,976**	**$2,046,648**	**$2,547,122**
Northeast Increment Revenues(8)	**$595,075**	**$745,946**	**$963,138**	**$1,204,396**	**$1,396,348**
Total Revenues(7)	**$25,545,297**	**$25,164,428**	**$28,979,423**	**$30,403,008**	**$35,321,383**
Less Ad Valorem Taxes	($7,500,167)	($7,983,744)	($8,911,274)	($10,358,693)	($12,010,087)
Total Non-Ad Valorem Revenues(7)	**$18,045,130**	**$17,180,684**	**$20,068,149**	**$20,044,315**	**$23,311,296**
Less Legally Restricted Revenues Not Available for Debt Service	**($1,296,251)**	**($1,472,050)**	**($2,371,341)**	**($2,046,923)**	**($2,979,491)**
Total Non-Ad Valorem Revenues Legally Available for Debt Service(9)	**$16,748,879**	**$15,708,634**	**$17,696,808**	**$17,997,392**	**$20,331,805**
GENERAL FUND EXPENDITURES(10)					
Total General Government	$7,995,818	$6,914,006	$9,246,893	$9,102,453	$11,018,338
Total Public Safety	9,174,190	9,083,158	8,904,881	9,988,818	11,950,494
Total Transportation	969,632	945,154	1,169,951	1,775,099	2,112,663
Total Culture and Recreation	3,332,133	3,941,448	4,235,194	4,920,083	5,356,685
Total Expenditures	**($21,471,773)**	**($20,883,766)**	**($23,556,919)**	**($25,786,453)**	**($30,438,180)**
Net Change in Fund Balances	**$1,904,889**	**$1,318,913**	**$2,259,973**	**$1,079,705**	**$990,523**
General Fund Balance, Beginning of Year	**$5,285,047**	**$7,189,936**	**$8,508,849**	**$10,768,822**	**$11,848,527**
General Fund Balance, End of Year	**$7,189,936**	**$8,508,849**	**$10,768,822**	**$11,848,527**	**$12,839,050**

Source: Department of Finance, City of Mount Dora, Florida.

(1) The City cannot be legally compelled to appropriate ad valorem tax revenues.

(2) The gas taxes and municipal fuel tax portion of the State Revenue Sharing may only be used to pay debt service for transportation-related projects and therefore, are not available to pay debt service on the Series 2026 Bonds.

(3) The City's outstanding Community Redevelopment Agency Redevelopment Revenue Note, Series 2013 (Downtown CRA) (the "Series 2013 Note") is secured by tax increment revenues and in the event such revenues are insufficient, by Public Service Tax revenues and Communications Services Tax revenues. Therefore, the Public Service Tax revenues and Communications Services Tax revenues will only be available to pay annual debt service on the Series 2026 Bonds after annual debt service on the Series 2013 Note has been paid.

(4) This non-ad valorem revenue source is restricted and may not be used to pay debt service on the Series 2026 Bonds.

(5) The current Infrastructure Sales Surtax period ends December 31, 2032 which is prior to the maturity date of the Series 2026 Bonds.

(6) Includes (i) Electric, Water and Wastewater, Sanitation, Fire Assessments and Stormwater transfers into the General Fund and (ii) tax increment, general construction and fleet/warehouse transfers out of the General Fund.

(7) Includes all non-ad valorem revenues, some of which are not legally available to pay debt service on the Series 2026 Bonds.

(8) Northeast Increment Revenues are only legally available to pay up to the annual debt service on the Series 2026 Bonds. Funds remaining in the Redevelopment Trust Fund are allocated to other projects as set forth in the Redevelopment Plan and to fund a number of programs, repair and maintenance and the operational costs of the Nathaniel Bell Community Resource and Recreation Center.

(9) Excludes non-ad valorem revenues which are not legally available to pay debt service on the Series 2026 Bonds.

(10) General Fund expenditures are shown for informational purposes only.

The table above is only an indication of the relative amounts of Non-Ad Valorem Revenues of the City which may be available for the payment of principal of and interest on the Series 2026 Bonds and other general governmental expenditures. The ability of the City to appropriate Non-Ad Valorem Revenues in sufficient amounts to pay the principal of and the interest on the Series 2026 Bonds is subject to a variety of factors, including the City's satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues and after satisfaction of funding requirements for essential governmental services of the City. See "Other Debt of the City" below. No representation is being made by the City that any particular Non-Ad Valorem Revenues will be available in future years, or if available, will be budgeted to pay debt service on the Series 2026 Bonds.

Continued consistent receipt of Non-Ad Valorem Revenues is dependent upon a variety of factors, including annexation and/or de-annexation policies by the City, continued eligibility to receive the Non-Ad Valorem Revenues, or greater growth in the unincorporated areas of the County as compared to the City which could have an adverse effect on Non-Ad Valorem Revenues. The amounts and availability of any of the Non-Ad Valorem Revenues to the City are also subject to change, including reduction or elimination by change of State law or changes in the facts or circumstances according to which certain of the Non-Ad Valorem Revenues are allocated. In addition, the amount of certain Non-Ad Valorem Revenues collected by the City is directly related to the general economy of the City. Accordingly, adverse economic conditions could have a material adverse effect on the amount of Non-Ad Valorem Revenues collected by the City. The City may also specifically pledge certain of the Non-Ad Valorem Revenues or covenant to budget and appropriate Non-Ad Valorem Revenues of the City to future obligations. In the case of a specific pledge, such Non-Ad Valorem Revenues would be required to be applied to such obligations prior to paying the principal of and interest on the Series 2026 Bonds.

Other Debt of the City

Covenant to Budget and Appropriate Debt.

On November 22, 2024, the City entered into a loan agreement with Webster Bank, National Association ("Webster"), authorizing the issuance of its Non-Ad Valorem Revenue Note, Series 2024 (the "Series 2024 Note") in an aggregate principal amount of $8,000,000. The Series 2024 Note was outstanding in the principal amount of $8,000,000 as of September 30, 2025, the final maturity of the Series 2024 Note is November 1, 2039, and the Series 2024 Note bears a fixed interest rate of 4.26%, subject to adjustments as provided in the Loan Agreement by and between the City and Webster dated November 22, 2024. The Series 2024 Note is secured by only a covenant to budget and appropriate Non-Ad Valorem Revenues

On November 30, 2018, the City issued its Capital Improvement Revenue Bonds, Series 2018 (the "Series 2018 Bonds") in an aggregate principal amount of $12,160,000. The Series 2018 Bonds were outstanding in the principal amount of $10,470,000 as of September 30, 2025, the final maturity of the Series 2018 Bonds is November 1, 2048 and the Series 2018 Bonds bear a fixed interest rate of 4%. The Series 2018 Bonds are secured by only a covenant to budget and appropriate Non-Ad Valorem Revenues.

On August 30, 2018, the City entered into a loan agreement with CenterState Bank, N.A. authorizing the issuance of its Capital Improvement Revenue Note, Series 2018 (the "Series 2018 CIP Note") as a draw-down note in the maximum principal amount of $4,000,000. The Series 2018 CIP Note was outstanding in the principal amount of $620,000 as of September 30, 2025. The final maturity of the Series 2018 CIP Note is September 30, 2028 and the Series CIP Note bears a fixed interest rate of 3.58%. The Series 2018 CIP Note is secured by only a covenant to budget and appropriate Non-Ad Valorem Revenues.

In addition, the City has entered into (i) the State Revolving Loan #WW351440 with the final funding amount of $2,159,423, (ii) the State Revolving Loan #DW351450 with the final funded amount of $1,591,322, (iii) the State Revolving Loan #WW351470 with the maximum funding amount of $2,727,681, (iv) the State Revolving Loan #WW351490 with the maximum funding amount of $2,371,690, and (v) the State Revolving Loan #DW3514AO with the maximum funding amount of $1,621,926. The State Revolving Loans are payable from water and sewer system revenues and contain a covenant to budget and appropriate from Non-Ad Valorem Revenues in the event the pledged revenue source, as indicated, is not sufficient to pay amounts due.

Specific Lien Debt.

The City has certain debt outstanding that has a lien upon and a pledge of a specific Non-Ad Valorem Revenue (the "Specific Lien Debt"). A description of such Specific Lien Debt is included in the table below:

Specific Lien Debt[1]

Description	Source of Security	Amount Outstanding[4]
Redevelopment Revenue Note, Series 2013[2]	Tax Increment Revenues and as a secondary source Public Service Tax (Utilities Tax) Revenues and Communications Services Tax Revenues	$567,000
Redevelopment Revenue Note, Series 2025[3]	Tax Increment Revenues	$6,081,000
Fire Protection Assessment Revenue Bonds, Series 2018	Fire Services Special Assessments[5]	$18,350,000

Source: Department of Finance, City of Mount Dora, Florida.

(1) Does not include debt secured solely by enterprise funds of the City.
(2) Bears a fixed interest rate of 2.17% subject to adjustment in the event of determination of taxability or default, matures on July 1, 2028 and is subject to mandatory sinking fund redemption on each January 1 until maturity.
(3) Being refunded with proceeds of the Series 2026 Bonds.
(4) As of September 30, 2025.
(5) This revenue source is not legally available to pay debt service on the Series 2026 Bonds.

Financial Management Policies

The City established an Investment Policy pursuant to Resolution No. 2017-137 adopted September 21, 2017 (the "Investment Policy") pertaining to all general operating funds of the City other than pension funds and funds related to the issuance of debt governed by separate requirements. The Investment Policy established investment objectives to be managed by the City Manager to achieve safety of principal, maintenance of liquidity and return on investment. The Investment Policy requires the establishment of internal controls and operational procedures to prevent losses of funds as well as the completion of staff continuing education. The Investment Policy governs authorized investments and portfolio composition

as well as performance measurements and reporting to the City Manager and allows for the use of an internal loan program to provide short to medium term financing for departments seeking to finance capital construction projects for which external financing is not available subject to the City's portfolio investment objectives and liquidity requirements.

The City established a Debt Issuance & Management Policy pursuant to Resolution No. 2021-108 adopted October 5, 2021 (the "Debt Policy") pertaining to the issuance and management of the City's debt. The Debt Policy prohibits the use of long-term debt to finance current operations or normal maintenance, the use of derivative products by the city, the use of variable rate debt to refinance fixed rate, long term debt. The Debt Policy provides parameters for, among other things, the term, amortization and prepayment rights relating to debt.

The City established a Fund Balance Policy pursuant to Resolution No. 2023-43 adopted September 21, 2023 (the "Debt Policy") for reservations of Fund Balance, defined in the Debt Policy to be the difference between assets and liabilities in a governmental fund. The Debt Policy establishes a spending order of fund balances that are restricted and unrestricted funds and committed, assigned and unassigned fund balances when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance could be used. The Debt Policy establishes a targeted minimum reserve balance of the unassigned fund balance for the General Fund of 17% based on current year operating expenditures and transfers out less non-recurring capital budgeted for the General Fund. If at the end of any fiscal year, the actual amount of unassigned fund balance falls below the targeted levels, a plan must be established to achieve the target by adding a designated amount to the budget to cover the deficiency over a period not to exceed three (3) years.

LIABILITIES OF THE CITY

Defined Contribution Plan

The City provides a defined contribution plan under the Internal Revenue Code, Section 401(a). The plan provides an employer-paid, pre-tax allowance for the non-union and General Employees Union employees that do not qualify for the defined benefit plans described below, the City Manager and part-time employees that work over 1000 hours the previous year. The benefit is in replacement of a pension plan for these employees. The City contributes 6% of the employee's base salary and will match the employees' contribution up to another 4%, for a maximum contribution of 10% for an employee. The employee vests in the City's contribution evenly over a five-year period. For the year ended September 30, 2025, the City contributed $701,334 to the defined contribution plan.

Defined Benefit Plans

The City maintains three separate single-employer pension defined benefit plans for police officers, firefighters, and general employees that cover substantially all full-time police and fire employees and most full-time general employees hired before October 1, 2010. See "APPENDIX A - GENERAL INFORMATION - CITY OF MOUNT DORA, FLORIDA - Pension and Other Post Employment Benefit Liabilities" for more information regarding the City's defined benefit plans.

Other Post-Employment Benefits (OPEB)

The City administers a single-employer defined benefit healthcare plan that provides medical insurance to its employees and their eligible dependents. The City is required to provide eligible retirees

the opportunity to participate in this plan at the same cost that is applicable to active employees. As of September 30, 2025, the plan had 206 active participants and 54 retirees, beneficiaries and disabled members receiving benefits. See "APPENDIX A - GENERAL INFORMATION - CITY OF MOUNT DORA, FLORIDA - Pension and Other Post Employment Benefit Liabilities" for more information regarding the City's OPEB liability.

PROPERTY TAX REFORM

General. Non-Ad Valorem Revenues do not include ad valorem tax revenues. Ad valorem revenues have historically been used, at least in part, by the City for payment of services and programs which are essential government services or which are legally mandated by applicable law. Therefore, a decrease in ad valorem tax revenues may in turn increase the amount of Non-Ad Valorem Revenues required for payment of services and programs which are essential government services or which are legally mandated by applicable law and thereby reduce the amount of Non-Ad Valorem Revenues available to be budgeted and appropriated to satisfy the obligation of the City under the Resolution. The City has provided the following discussion of property tax reform in the State, to illustrate the various initiatives put forth by the State Legislature and their respective impact, if any, on the City's financial and budgetary matters.

State law provides for numerous exemptions and limitations on ad valorem taxation of real property and tangible personal property. Real property used for the following purposes is generally exempt from ad valorem taxation: religious, educational, literary, charitable, scientific, and governmental uses. Certain additional exemptions and limitations are described below. This description does not purport to describe all exemptions available to property owners in the State, and reference is made to the State Constitution and Chapter 196, Florida Statutes, for a full description of such exemptions. In addition, State law allows for, but does not mandate, the imposition of some exemptions by local governments by ordinance. Where applicable, it is noted where the City has imposed such optional exemptions or limitations.

Recent Proposed Amendments to State Constitution to Reduce Certain Ad Valorem Taxes. To address property tax reform with the goal of placing a property tax reform amendment on the upcoming November 2026 ballot, the Governor of the State issued a proclamation calling a special legislative session that began on Monday, June 1, 2026. Senate Joint Resolution 2-F was filed on May 28, 2026, as amended, and proposed amendments to the State Constitution to, among other things, revise the limitation on annual assessment increases from 10% to 5% for specified real property, increase the homestead exemption for non-school ad valorem taxes to the first $150,000 of assessed value of homestead properties in 2027 and to the first $250,000 of assessed value of homestead properties in 2028, with a mandate for the Florida Legislature to create a schedule for full elimination of ad valorem taxes, and impose other limitations on the use of ad valorem taxes levied by counties and municipalities. House Joint Resolution 1F, an identical bill to Senate Joint Resolution 2-F, was subsequently passed the Florida House and Florida Senate, placing such amendments on the November 2026 ballot. For such amendments to become effective, they require approval by at least 60% of voters in the statewide November general election. If approved, the reduction in the ad valorem tax base and the restriction of the use of ad valorem taxes would increase the amount of non-ad valorem revenues needed to fund existing and/or essential governmental functions and other operations which could materially and adversely affect local government finances and, to the extent not addressed through reductions in governmental expenditures, adversely affect the availability of non-ad valorem revenues to meet debt service obligations. There can be no assurance that the statewide referendum will pass.

Millage Rollback Legislation. In 2007, the State Legislature adopted a property tax plan which significantly impacted ad valorem tax collections for State local governments (the "Millage Rollback Legislation"). One component of the Millage Rollback Legislation required counties, cities and special districts to rollback their millage rates for the 2007-2008 Fiscal Year to a level that, with certain adjustments and exceptions, would generate the same level of ad valorem tax revenue as in Fiscal Year 2006-2007; provided, however, depending upon the relative growth of each local government's own ad valorem tax revenues from 2001 to 2006, such rolled back millage rates were determined after first reducing 2006-2007 ad valorem tax revenues by zero to nine percent (0% to 9%). In addition, the Rollback Legislation also limited how much the aggregate amount of ad valorem tax revenues may increase in future fiscal years. A local government may override certain portions of these requirements by a supermajority, and for certain requirements, a unanimous vote of its governing body.

Exempt Entities/Exempt Purposes. The State Constitution provides that all property owned by a municipality and used exclusively by it for municipal or public purposes shall be exempt from taxation. A municipality, owning property outside the municipality, may be required by general law to make payment to the taxing unit in which the property is located. Such portions of property as are used predominantly for educational, literary, scientific, religious or charitable purposes (exempt purposes) may be exempted by general law from taxation. State law provides that all property owned by an exempt entity, including educational institutions, and used exclusively for exempt purposes shall be totally exempt from ad valorem taxation and all property owned by an exempt entity, including educational institutions, and used predominantly for exempt purposes (at least 50%) shall be exempted from ad valorem taxation to the extent of the ratio that such predominant use bears to the nonexempt use.

Homestead Exemption. In addition to the exemptions described above, the State Constitution also provides for a homestead exemption. Every person who has the legal title or beneficial title in equity to real property in the State and who resides thereon and in good faith makes the same his or her permanent residence or the permanent residence of others legally or naturally dependent upon such person is eligible to receive a homestead exemption of up to $50,000. The first $25,000 applies to all property taxes, including school district taxes. The additional exemption, up to $25,000, applicable to the assessed value of the property greater than $50,000, applies to all levies other than school district levies, such amount shall be adjusted annually on January 1 of each year for inflation. A person who is receiving or claiming the benefit of an ad valorem tax exemption or a tax credit in another state where permanent residency, or residency of another legally or naturally dependent upon the owner, is required as a basis for the granting of that ad valorem tax exemption or tax credit is not entitled to the homestead exemption. In addition to the general homestead exemption described in this paragraph, the following additional homestead exemptions are authorized by State law.

Household Goods and Personal Effects. The State Constitution provides that there shall be exempt from taxation, cumulatively, to every head of a family residing in the State, household goods and personal effects to the value fixed by general law, not less than one thousand dollars and to every widow or widower or person who is blind or totally and permanently disabled, property not less than five hundred dollars. State law exempts from taxation to every person residing and making his or her permanent home in the State, all household goods and personal effects and exempt property up to the value of $500 of every widow, widower, blind person, or totally and permanently disabled person who is a resident of the State.

Economic Development. The State Constitution provides that any county or municipality may, for the purpose of its respective tax levy and subject to the State Constitution and general law, grant community and economic development ad valorem tax exemptions to new businesses and expansions of

existing businesses, as defined by general law. Such an exemption may be granted only by ordinance of the county or municipality, and only after the electors of the county or municipality voting on such question in a referendum authorize the county or municipality to adopt such ordinance. An exemption so granted shall apply to improvements to real property made by or for the use of a new business and improvements to real property related to the expansion of an existing business and shall also apply to tangible personal property of such new business and tangible personal property related to the expansion of an existing business. The amount or limits of the amount of such exemption shall be specified by general law (up to 100% in certain circumstances) and the period of time for which such exemption may be granted to a new business or expansion of an existing business shall be determined by general law. State law provides that the authority to grant such exemption shall expire ten years from the date of approval by the electors of the county or municipality, and may be renewable by referendum as provided by general law and that exemptions may be granted for up to 10 or 20 years depending on the use of the applicable facility. The City has not enacted an ordinance granting the exemption described in this paragraph.

Historic Preservation. The State Constitution provides that any county or municipality may, for the purpose of its respective tax levy and subject to the provisions of the State Constitution and general law, grant historic preservation ad valorem tax exemptions to owners of historic properties. This exemption may be granted only by ordinance of the county or municipality. The amount or limits of the amount of this exemption and the requirements for eligible properties must be specified by general law. State law provides that such exemption may be for an amount up to 50% of the assessed value of the property. The period of time for which this exemption may be granted may continue until the ordinance is repealed or the property no longer qualifies for the exemption. The City has not enacted an ordinance granting the exemption described in this paragraph.

Tangible Personal Property and Solar Devices. The State Constitution provides that by general law and subject to conditions specified therein, $25,000 of the assessed value of property subject to tangible personal property tax shall be exempt from ad valorem taxation. Effective January 1, 2018, through December 31, 2037, the assessed value of solar devices or renewable energy source devices subject to tangible personal property tax may be exempt from ad valorem taxation, subject to limitations provided by general law.

Property Dedicated In Perpetuity for Conservation. The State Constitution provides that there shall be granted an ad valorem tax exemption for certain real property dedicated in perpetuity for conservation purposes, including real property encumbered by perpetual conservation easements or by other perpetual conservation protections, as defined by general law.

Certain Persons 65 or Older. A board of county commissioners or the governing authority of any municipality may adopt an ordinance to allow an additional homestead exemption of (i) not exceeding $50,000 for persons who has the legal or equitable title to real estate and maintains thereon the permanent residence of the owner and has attained age 65 or older with household income that does not exceed the statutory income limitation of $20,000 (as increased by the percentage increase in the average cost of living index each year since 2001) or (ii) the assessed value of the property to a person who has the legal or equitable title to real estate with a just value less than $250,000, as determined the first tax year that the owner applies and is approved, for any person 65 or older who has maintained the residence as his or her permanent residence for not less than 25 years and whose household income does not exceed the statutory income. The City has not enacted an ordinance granting the exemption described in this paragraph.

In addition, veterans 65 or older who are partially or totally permanently disabled may receive a discount from tax on homestead property if the disability was combat related and the veteran was honorably discharged upon separation from military service. The discount is a percentage equal to the percentage of the veteran's permanent, service-connected disability as determined by the United States Department of Veteran's Affairs. A Surviving Spouse of a veteran who died from service while on active duty as a member of the United Stated Armed Forces is allowed the same ad valorem tax discount on homestead property for combat-disabled veterans age 65 or older to transfer to the surviving spouse of a veteran receiving the discount if the surviving spouse holds the legal or beneficial title to the homestead, permanently resides thereon, and does not remarry.

Deployed Military Personnel. The State Constitution provides that by general law and subject to certain conditions specified therein, each person who receives a homestead exemption who was a member of the United States military or military reserves, the United States Coast Guard or its reserves, or the Florida National Guard; and who was deployed during the preceding calendar year on active duty outside the continental United States, Alaska, or Hawaii in support of military operations designated by the legislature shall receive an additional exemption equal to a percentage of the taxable value of his or her homestead property. The applicable percentage shall be calculated as the number of days during the preceding calendar year the person was deployed on active duty outside the continental United States, Alaska, or Hawaii in support of military operations designated by the legislature divided by the number of days in that year.

Certain Active Duty Military and Veterans. A military veteran who was honorably discharged, is a resident of the State, and who is disabled to a degree of 10% or more because of misfortune or while serving during wartime may be entitled to a $5,000 reduction in the assessed value of his or her property. This exemption is not limited to homestead property. A military veteran who was honorably discharged with a service-related total and permanent disability may be eligible for a total exemption from taxes on homestead property. A similar exemption is available to disabled veterans confined to wheelchairs. Under certain circumstances, the veteran's surviving spouse may be entitled to carry over these exemptions.

Certain Totally and Permanently Disabled Persons. Real estate used and owned as a homestead by a quadriplegic, less any portion used for commercial purposes, is exempt from all ad valorem taxation. Real estate used and owned as a homestead by a paraplegic, hemiplegic, or other totally and permanently disabled person, who must use a wheelchair for mobility or who is legally blind, is exempt from taxation if the gross household income is below statutory limits.

Survivors of First Responders. Any real estate that is owned and used as a homestead by the surviving spouse of a first responder (law enforcement officer, correctional officer, firefighter, emergency medical technician or paramedic), who died in the line of duty may be granted a total exemption on homestead property if the first responder and his or her surviving spouse were permanent residents of the State on January 1 of the year in which the first responder died.

Save Our Homes Portability Affected by Storm Damage (SOH). Owners of homestead property that was significantly damaged or destroyed as a result of a named tropical storm or hurricane can elect to have the property deemed abandoned if the owner establishes a new homestead by January 1 of the second year immediately following the storm or hurricane. This will allow the owner of the homestead property to keep their SOH benefit if they move from the significantly damaged or destroyed property to establish a new homestead by the end of the year following the storm.

Property Tax Relief for Natural Disasters. In light of the certain natural disasters, the state legislature created a property tax relief credit for homestead parcels. Section 197.319 Florida Statues provides for property tax relief for homestead parcels on which residential improvements are damaged or destroyed by a catastrophic event, including hurricanes. If a residential improvement is rendered uninhabitable for at least 30 days, the property owner may be eligible for a partial refund of ad valorem taxes for the applicable tax year.

Affordable Housing. The State has several statutes providing for property tax exemptions related to affordable and workforce housing including, but not limited to, Sections 196.1978, 196.19781, and 196.19782, Florida Statutes. The City Council has not enacted an ordinance to opt-out pursuant to Section 196.1978(3)(o), Florida Statute, of providing the property tax exemption for multifamily projects that are used to house natural persons or families whose annual household income is greater than 80% but not more than 120% of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides.

Other Exemptions. Other exemptions include, but are not limited to, nonprofit homes for the aged (subject to income limits for residents), proprietary continuing care facilities, not for profit sewer water/wastewater systems, certain hospital facilities and nursing homes for special services, charter schools, certain historic property used for commercial purposes and certain tangible personal property.

Recent Amendments Relating to Ad Valorem Taxation. During the 2021 State legislative session, State Senate Bill 7061 was passed by the Senate and the House and signed into law by the Governor. This law exempts fully from ad valorem taxation certain affordable housing properties that previously received a 50% discount from ad valorem taxes, along with certain other insignificant or indeterminate modifications to State law regarding ad valorem taxes.

During the 2022 State legislative session, State House Bill 7071 was passed by the Senate and the House and signed into law by the Governor. This law contains provisions for tax relief and changes to tax policy including, but not limited to, the following: providing property tax relief for residential property rendered uninhabitable for 30 days or more due to a catastrophic event; providing property tax relief for property owners affected by the sudden and unforeseen collapse of a residential building; increasing the widows, widowers, blind, or totally and permanently disabled property tax exemption from $500 to $5,000; providing an alternative assessment methodology for land used in the production of aquaculture products; clarifying the extent of the homestead exemption on classified lands; updating the qualifying operations for the deployed service member property tax exemption; and providing alternative dates from which to calculate the 15-year required term of an affordable housing agreement for establishing qualification for a property tax exemption. This law took effect on July 1, 2022. Further, State House Bill 777 was passed by the Senate and the House, which would require a local government seeking voter approval to levy certain optional local taxes to be held at a general election. The bill applies to the following local option taxes: tourist development taxes; tourist impact taxes; ad valorem taxes levied by a children's services independent special district; county, municipal and school district voted millage increase and local option fuel taxes and took effect on October 1, 2022.

During the 2023 State legislative session, State House Bill 7063 was passed by the Senate and the House and signed into law by the Governor. This law makes property tax exemptions for veterans, first responders, and surviving spouses more accessible by eliminating certain requirements related to residency and property ownership, and revises the definition of "first responder" to include federal law enforcement officers and their surviving spouses. Additionally, this law creates a property tax exemption

for certain leased property used for educational purposes. State House Bill 7063 also provides that property that is used as a parsonage, burial grounds, or tomb and is owned by an exempt organization which owns a house of public worship is exempt for a religious purpose.

During the November 2024 general election, voters approved State House Joint Resolution 7017, Amendment 5, authorizing an amendment to Article VII, Section 6(a) of the State Constitution regarding the existing $25,000 homestead property tax exemption on property with an assessed valuation greater than $50,000 that is applicable to all ad valorem taxes except school district taxes. The amendment requires the homestead exemption to be adjusted annually for positive inflation growth. The State legislature passed and the Governor approved State House Bill 7019 during the 2024 legislative session which amended Section 196.031, Florida Statutes, to implement the annual positive inflation adjustment. The inflation adjustment began January 1, 2025. State House Bill 7019 also created Section 218.136, Florida Statutes, requiring the State legislature to appropriate funds to offset reductions in ad valorem revenue in fiscally constrained counties as a result of the annual positive inflation adjustment. The bill provides emergency rulemaking authority to the Department of Revenue to administer the provisions of the act.

During the 2025 State legislative session, the State legislature passed Committee Substitute for House Joint Resolution 1215 ("CS/HJR 1215") which would create a property tax exemption for certain agricultural tangible personal property from ad valorem taxation. CS/HJR 1215 is not subject to the Governor's veto power but is subject to approval by 60 percent of voters during the 2026 general election, if passed the bill will take effect on January 1, 2027. The State legislature also passed House Bill 7031 ("HB 7031") which includes new or expanded exemptions for affordable housing which will apply to the 2026 tax rolls.

Future Potential Legislation and/or Constitutional Amendments Relating to Ad Valorem Taxation.

Historically, various legislative proposals and constitutional amendments relating to ad valorem taxation have been introduced by the State legislature. Many of these proposals have provided for the elimination or phase-out of non-school ad-valorem taxes on homestead property, new or increased exemptions from ad valorem taxation, limiting increases in the assessed valuation of certain types of property or have otherwise restricted the ability of local governments in the State to levy ad valorem taxes at then current levels. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the future that would have a material adverse effect on the collection of ad valorem taxes by the County, the County's finances in general or the County's ad valorem taxing power.

While the State Legislature is not currently in session, additional constitutional amendments relating to ad valorem taxation could be proposed by the State legislature in a special session or future regular session. Such measures, if adopted, could reduce the ad valorem tax base or affect the taxing authority of local governments. Constitutional amendments, if adopted, would require approval by at least 60% of voters at a statewide referendum before becoming effective, and there can be no assurance as to whether any such proposals will be passed by the State Legislature. The cumulative effect of current or future changes to ad valorem taxation could have a material adverse impact on local government finances, including the availability of revenues to fund operations or meet debt service obligations.

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ESTIMATED SOURCES AND USES OF FUNDS

The proceeds received from the sale of the Series 2026 Bonds are expected to be applied as follows:

SOURCES OF FUNDS:	
Principal Amount of Series 2026 Bonds	$
[Plus/Less] [Net] Original Issue [Premium/Discount]	
TOTAL SOURCES	$
USES OF FUNDS:	
Refunding the Series 2025 Note	$
Deposit to the Project Fund	
Costs of Issuance[(1)]	
TOTAL USES	$

(1) Includes, without limitation, Underwriter's discount, rating agency fees, legal fees, municipal advisory fees, dissemination agent fees, printing fees and miscellaneous costs of issuance.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service on the Series 2026 Bonds.

Bond Year Ending September 30	Principal	Interest	Total Debt Service
	$	$	$
TOTAL	$	$	$

THE CITY

General

The City was incorporated as a town in 1910 and later incorporated as a city in 1953. The City, approximately 11 square miles in area, is located in the approximate center of the State of Florida, in the northeast section of Lake County, 25 miles northwest of Orlando. The City has an estimated population of 18,791 as of July 1, 2025. For additional information concerning the City, see "APPENDIX A – GENERAL INFORMATION - CITY OF MOUNT DORA, FLORIDA" hereto. The City operates under a council-manager form of government.

City Management

City Manager.

Vince Sandersfeld serves as City Manager for the City. As City Manager, he is the chief administrative officer responsible for carrying out the policies and priorities established by the City Council and overseeing the daily operations of the City.

Mr. Sandersfeld provides executive leadership across all municipal departments and services, including public safety, economic development, planning and development, public works and utilities, finance and budget, human resources, parks and recreation, library services, historic preservation, building and permitting, electric services, the Northeast CRA and the CRA.

Mr. Sandersfeld has more than 36 years of experience in local government. He earned a Bachelor of Science degree in Community and Regional Planning from Iowa State University. His professional affiliations include the International City/County Management Association, the Florida City and County Management Association, the Florida Redevelopment Association, and the Florida Planning and Zoning Association.

Finance Director.

Jennifer Gates serves as the Finance Director for the City. As Finance Director, she provides leadership over the City's financial operations and is responsible for ensuring public resources are managed effectively to support the City's services, infrastructure, and continued growth.

Ms. Gates has more than eight years of experience in municipal finance and has served in progressively responsible leadership roles, including Fiscal Analyst, Budget Manager, Grant Coordinator, Accounting Manager, Assistant Finance Director, and Deputy Finance Director. Throughout her career, she has led initiatives such as the implementation of a new chart of accounts, migration of the City's enterprise resource planning (ERP) system to a cloud-based platform, and conversion to a new payroll system.

Ms. Gates earned a Bachelor of Applied Science in Accounting from Indiana Tech. She is an active member of both the Florida Government Finance Officers Association (FGFOA) and the Government Finance Officers Association (GFOA).

Demographics

Demographic information regarding the City, including population and unemployment rate, is included in "APPENDIX A – GENERAL INFORMATION – CITY OF MOUNT DORA, FLORIDA – Demographics" hereto.

RISK FACTORS

The purchase of the Series 2026 Bonds involves a degree of risk, as is the case with all investments. Factors that could affect the City's ability to perform its obligations under the Resolution, including the timely payment of principal of and interest on the Series 2026 Bonds, include, but are not limited to, the following:

General

There is no assurance that any rating assigned to the Series 2026 Bonds by the rating agencies will continue for any given period of time or that it will not be lowered or withdrawn entirely by such rating agency, if in its judgment, circumstances warrant. A downgrade change in or withdrawal of any rating may have an adverse effect on the market price of the Series 2026 Bonds.

In the event of a default in the payment of principal of and interest on the Series 2026 Bonds, the remedies of the owners of the Series 2026 Bonds are limited under the Resolution.

The City is not required and does not covenant to maintain any services or programs which generate Non-Ad Valorem Revenues. Cancellation of any services or programs which are not essential services that generate Non-Ad Valorem Revenues could have an adverse effect on the City fulfilling its covenant obligations under the Resolution.

Legislative Risks

The State legislature, executive officers and agencies could enact legislation, executive orders or regulations that may have a material adverse effect on the City's and Northeast CRA's finances or the operation of the Northeast CRA. In addition, the United States Congress, federal executive officers and federal agencies could also enact legislation, executive orders or regulations that may have a material adverse effect on the City's and Northeast CRA's finances. There can be no assurance that such legislation, executive orders, regulations or other proposals will not be introduced or enacted in the future that would, or might apply to, or have a material adverse effect upon, the Northeast CRA's finances or the operation of the Northeast CRA.

In addition, the City's receipt of State and federal grants and aid is subject to various laws, policies and regulations. To the extent of a reduction in such aid or grants compared to historical levels as a result of new or amended policies, regulations or laws, the financial condition of the State could be adversely affected.

Economic Considerations

The City's and Northeast CRA's financial performance can be affected by changes in the local, State, and national economy. Federal policies on local and international trade can have a negative impact on economy which can increase costs for the City and Northeast CRA, such as proposed or implemented

tariffs on certain imports to the United States. High levels of inflation can negatively impact the cost of goods, including construction materials and products needed by the City and Northeast CRA. The City and Northeast CRA could encounter adverse effects resulting from labor shortages and supply chain issues, which can cause reduced operational capacity for the City and Northeast CRA and delays in necessary goods and construction materials for the completion of projects. As a result of various economic factors, the City and Northeast CRA may incur increased costs and longer project timelines. Therefore, for new projects that have not yet started, the County is taking these factors into account in budgeting and scheduling.

Climate Change and Natural Disasters

The State is naturally susceptible to the effects of extreme weather events and natural disasters including floods, droughts, and hurricanes, which could result in negative economic impacts on communities such as the City. Such effects can be exacerbated by a longer-term shift in the climate over several decades (commonly referred to as climate change), including increasing global temperatures and rising sea levels. The occurrence of such extreme weather events could damage local infrastructure that provides essential services to the City. The economic impacts resulting from such extreme weather events could include a loss of revenue, interruption of service, and escalated recovery costs. To mitigate against the effects of extreme weather events and natural disasters the City has performed trainings with the Florida Emergency Management Administration, has performed capital projects for weather mitigation and hardening, and conducted exercises with the Florida Emergency Operations Center.

Hurricane Milton made landfall on October 9, 2024, at Siesta Key, Florida, as a Category 3 hurricane with sustained winds of 120 miles per hour. The City incurred damages from this storm that resulted in expenditures of $2,204,874, of which $2,057,948 was reimbursed by the Federal Emergency Management Agency ("FEMA").

Hurricane Ian made landfall on September 28, 2022, near Cayo Costa, Florida, as a Category 4 hurricane. The City incurred damages from this storm that resulted in expenditures of $1,417,725, of which $1,290,872 was reimbursed by FEMA.

Cybersecurity

The City, like many other municipalities, relies on a technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. There can be no assurance that any security and operational control measures implemented by the City will be completely successful to guard against and prevent cyber threats and attacks. The result of any such attack could impact operations and/or digital networks and the costs of remedying any such damage could be significant.

To mitigate against cybersecurity threats the City maintains a comprehensive cybersecurity program designed to reduce the risk of cyber threats and protect City systems and information. The program includes a dedicated Information Technology Department responsible for cybersecurity operations, policy development, system administration, incident response, and coordination with all City departments. In addition, the City has firewalls, network segmentation, secure remote access controls, and intrusion prevention capabilities. Email security, phishing protection, web filtering, and continuous system and network monitoring have been implemented. City computers and servers have endpoint detection and

response protection. Multi-factor authentication is utilized for applicable systems and user accounts. The City conducts nightly backups of on-premises systems, frequent cloud-based backups of critical financial and business systems, and cloud-based email backups. Disaster recovery systems that perform automated backup verification and allow critical servers and data to be restored following an incident. All City employees are given cybersecurity trainings and the City performs vulnerability reviews, system updates, security assessments, and coordination with external cybersecurity and monitoring providers. The City has formal cybersecurity policies aligned with recognized standards, including the National Institute of Standards and Technology framework, and cybersecurity incident response procedures, including account containment, device isolation, forensic review, and required reporting and notification processes. The City also maintains cybersecurity insurance coverage through its insurance program. While the City routinely experiences phishing attempts and other common cyber threats, it has not experienced any data breach, ransomware attack, or other cybersecurity event that resulted in unauthorized access to City systems or data, disruption of operations, or a material financial or reporting impact.

Additionally, during the 2022 Florida Legislative session, CS/HB 7055 was passed which requires State agencies and local governments, such as the City, to report all ransomware incidents and high severity level cybersecurity incidents to the Cybersecurity Operations Center ("CSOC") and the Cybercrime Office within the Florida Department of Law Enforcement ("FDLE") as soon as possible but no later than 48 hours after discovery of the cybersecurity incident and no later than 12 hours after discovery of a ransomware incident. Local governments must also report these incidents to the sheriff. CS/HB 7055 requires State agencies to report low level cybersecurity incidents and provides that local governments may report such incidents. It also requires State agencies and local governments to submit after-action reports to the Florida Digital Service following a cybersecurity or ransomware incident. CS/HB 7055 requires the CSOC to notify the Legislature of high severity level cybersecurity incidents. State agency and local government employees are required to undergo certain cybersecurity training within 30 days of employment and annually thereafter. Further, local governments are required to adopt cybersecurity standards that safeguard the local government's data, IT, and IT resources. The effective date of CS/HB 7055 was July 1, 2022.

Public Health Emergencies

The outbreak of the highly contagious COVID-19 pandemic in the United States that began in March 2020 had a negative financial impact on local, state and national economies around the globe, including initially significantly increased unemployment in certain sectors including especially travel, hospitality and restaurants. This led to quarantine, remote work and other "social distancing" measures throughout the United States which resulted in a period of less travel resulting in declines in certain revenue sources. While many of the effects of COVID-19 were temporary, it altered the behavior of businesses and people in a manner resulting in negative impacts on global and local economies, including supply chain issues and rising inflation.

TAX MATTERS

General

The Code establishes certain requirements which must be met subsequent to the issuance of the Series 2026 Bonds in order that interest on the Series 2026 Bonds be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on the Series 2026 Bonds to be included in federal gross income retroactive to the date of issuance of the Series 2026 Bonds, regardless of the date on which such non-compliance occurs or is ascertained. These requirements include, but are not

limited to, provisions which prescribe yield and other limits within which the proceeds of the Series 2026 Bonds and the other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The City has covenanted in the Resolution with respect to the Series 2026 Bonds to comply with such requirements in order to maintain the exclusion from federal gross income of the interest on the Series 2026 Bonds.

In the opinion of Bond Counsel, assuming compliance with certain covenants, under existing laws, regulations, judicial decisions and rulings, interest on the Series 2026 Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Code and is not an item of tax preference for purposes of the federal alternative minimum tax; however, interest on the Series 2026 Bonds may be taken into account for the purpose of computing the alternative minimum tax imposed on certain corporations.

Except as described above, Bond Counsel will express no opinion regarding other federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of Series 2026 Bonds. Prospective purchasers of Series 2026 Bonds should be aware that the ownership of Series 2026 Bonds may result in collateral federal income tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Series 2026 Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on Series 2026 Bonds; (iii) the inclusion of interest on Series 2026 Bonds in earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on Series 2026 Bonds in passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on Series 2026 Bonds in "modified adjusted gross income" by recipients of certain Social Security and Railroad Retirement benefits for the purposes of determining whether such benefits are included in gross income for federal income tax purposes.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the City, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of these Series 2026 Bonds and of the property financed or refinanced thereby), without undertaking to verify the same by independent investigation.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2026 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2026 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2026 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2026 Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Series 2026 Bonds and proceeds from the sale of Series 2026 Bonds. Any amount so withheld would be refunded or allowed as a

credit against the federal income tax of such owner of Series 2026 Bonds. This withholding generally applies if the owner of Series 2026 Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2026 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Other Tax Matters

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2026 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2026 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2026 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2026 Bonds.

Prospective purchasers of the Series 2026 Bonds should consult their own tax advisors as to the tax consequences of owning the Series 2026 Bonds in their particular state or local jurisdiction and regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Tax Treatment of Original Issue Discount

Under the Code, the difference between the maturity amount of the Series 2026 Bonds maturing on _____ 1, _____ and _____ 1, _____ (collectively, the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and, if applicable, interest rate, was sold is "original issue discount." Original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded periodically. A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds, and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.

Tax Treatment of Bond Premium

The difference between the principal amount of the Series 2026 Bonds maturing on _____ 1, _____ and _____ 1, _____ (collectively, the "Premium Bonds"), and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity and, if applicable, interest rate, was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each of the Premium Bonds, which ends on the earlier of the maturity or call date for each of the Premium Bonds which minimizes the yield on such Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Bondholders of the Premium Bonds are advised that they should consult with their own tax advisors with respect to the state and local tax consequences of owning such Premium Bonds.

LITIGATION

There is no pending or, to the best of the City's knowledge, any threatened litigation against the City of any nature whatsoever, which in any way questions or affects the validity of the Series 2026 Bonds, or any proceedings or transactions relating to their issuance, sale, execution, or delivery, or the adoption of the Resolution. Neither the creation, organization or existence, nor the title of the present members of the City Council, or other officers of the City is being contested.

Various suits in the ordinary course of operations are periodically pending against the City. While the ultimate effect of such litigation cannot be ascertained at this time, in the opinion of the City Attorney, the liabilities that may arise from such actions would not result in losses that would exceed the liability insurance limits in effect at the time the claim arose or otherwise materially affect the financial position of the City or results of operations.

UNDERWRITING

The Series 2026 Bonds are being purchased at competitive sale by _____ (the "Underwriter") at an aggregate purchase price of $_____ (representing the par amount of the Series 2026 Bonds of $_____ [plus/less] a[n] [net] original issue [premium/discount] of $_____ and less an Underwriter's discount of $_____). The Series 2026 Bonds may be offered and sold to certain dealers at prices lower than such offering prices, and such public offering prices may be changed, from time to time, by the Underwriter.

The Underwriter and its respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Under certain circumstances, the Underwriter and its respective affiliates may have certain creditor and/or other rights against the City and its affiliates in connection with such activities. In the various course of their various business activities, the Underwriter

and its respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the City (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the City. The Underwriter and its respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

LEGAL MATTERS

Certain legal matters in connection with the validity of the Series 2026 Bonds and the issuance thereof by the City are subject to an approving legal opinion of Bryant Miller Olive P.A., Bond Counsel, whose approving opinion will be delivered concurrently with the issuance of the Series 2026 Bonds. The proposed text of the legal opinion of Bond Counsel is attached hereto as APPENDIX E. The actual legal opinion to be delivered may vary from the text of APPENDIX E, if necessary, to reflect facts and law on the date of delivery of the Series 2026 Bonds. The opinion will speak only as of the date of closing, and subsequent distribution by recirculation of this Official Statement or otherwise shall create no implication that Bond Counsel has renewed or expressed any opinion concerning any of the matters referenced in the opinion subsequent to its date.

Bond Counsel has not undertaken independently to verify and therefore expresses no opinion as to the accuracy, completeness, fairness, or sufficiency of any of the information or statements contained in this Official Statement or any exhibits, schedules or attachments hereto except as to the information in the portions hereof captioned "DESCRIPTION OF THE SERIES 2026 BONDS" (excluding the information thereunder relating to DTC and its system of book-entry registration) and "SECURITY FOR THE SERIES 2026 BONDS," insofar as such information purports to summarize portions of the Resolution and the Series 2026 Bonds, constitutes a fair summary of those portions purported to be summarized therein, and except as to the accuracy of the information under the caption "TAX MATTERS" herein.

Certain legal matters will be passed on for the City by Shepard, Smith, Hand & Brackins, P.A., City Attorney and Bryant Miller Olive P.A., Disclosure Counsel.

The legal opinions to be delivered concurrently with the delivery of the Series 2026 Bonds express the professional judgment of the attorneys rendering the opinions regarding the legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment of the transaction on which the opinion is rendered or of the future performance of the parties to the transaction. The rendering of an opinion does not guarantee the outcome of any legal dispute that may arise out of the transaction.

Bryant Miller Olive P.A. may, from time-to-time, serve as counsel to the Underwriter on matters unrelated to the issuance of the Series 2026 Bonds.

MUNICIPAL ADVISOR

Hilltop Securities Inc., Orlando, Florida, is serving as Municipal Advisor to the City. The Municipal Advisor has assisted in the preparation of the Official Statement, and in other matters relating to the planning, structuring and issuance of the Series 2026 Bonds, and has provided additional advice. The Municipal Advisor is an SEC and MSRB registered municipal advisor and is not engaged in the business of underwriting, marketing or trading of municipal securities or any other negotiable instruments.

RATINGS

_____ and _____have assigned their municipal bond ratings of "_____" (_____ outlook), and "_____" (_____ outlook), respectively, to the Series 2026 Bonds. Such ratings reflect only the view of such rating agencies and an explanation of the ratings may be obtained only from said rating agencies. There is no assurance that such ratings will continue for any given period of time or that they will not be lowered or withdrawn entirely by the rating agencies if in their judgment, circumstances so warrant. A downward change in or withdrawal of any of such rating may have an adverse effect on the market price of the Series 2026 Bonds. An explanation of the significance of the ratings can be received from the rating agencies at the following addresses: _____ and _____.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of the Series 2026 Bondholders to provide certain financial information and operating data relating to the City and the Series 2026 Bonds in each year, and to provide notices of the occurrence of certain enumerated events. The City has agreed to file annual financial information and operating data and the audited financial statements with each entity authorized and approved by the SEC to act as a repository (each a "Repository") for purposes of complying with Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934 (the "Rule") either itself or through its dissemination agent. Currently, the sole Repository is the Municipal Securities Rulemaking Board. The City has agreed to file notices of certain enumerated events, when and if they occur, with the Repository either itself or through its dissemination agent.

The specific nature of the financial information, operating data, and of the type of events which trigger a disclosure obligation, and other details of the undertaking are described in "APPENDIX D - FORM OF CONTINUING DISCLOSURE CERTIFICATE" hereto. The Continuing Disclosure Certificate shall be executed by the City upon the issuance of the Series 2026 Bonds. The covenants in the Continuing Disclosure Certificate have been made in order to assist the Underwriter in complying with the continuing disclosure requirements of the Rule. With respect to the Series 2026 Bonds, no party other than the City is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the Rule. The City has engaged Digital Assurance Certification, LLC as its dissemination agent with regard to the Series 2026 Bonds.

With respect to prior continuing disclosure undertakings entered into in connection with the City's Capital Improvement Revenue Bonds, Series 2018 and Fire Protection Assessment Revenue Bonds, Series 2018, the City filed certain operating information required to be included in its annual report due June 30, 2026, including but not limited to, "Other Debt of the City" and "Principal Property Taxpayers", six (6) days late.

AUDITED FINANCIAL STATEMENTS

The Annual Comprehensive Financial Report of the City, at and for the Fiscal Year ended September 30, 2025, including the City's financial statements for such Fiscal Year which have been audited by, and a report provided thereon from, the City's independent certified public accountants (the "Auditor"), has been included as APPENDIX B to this Official Statement as a matter of public record and the consent of the Auditor to include such documents was not requested. The Auditor was not requested to perform and has not performed any services in connection with the preparation of this Official Statement or the issuance of the Series 2026 Bonds. The audited financial statements are presented for general information purposes only.

The Series 2026 Bonds are payable solely from a covenant to appropriate in its annual budget for each Fiscal Year, by amendment if necessary, from the Non-Ad Valorem Revenues, subject to certain restrictions and limitations, amounts sufficient to pay principal of and interest on the Series 2026 Bonds when due in the manner and to the extent provided in the Resolution, and are not otherwise secured by a specific lien on any revenues of the City. See "SECURITY FOR THE SERIES 2026 BONDS" herein.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Pursuant to Section 517.051, Florida Statutes, as amended, no person may directly or indirectly offer or sell securities, other than general obligation bonds and those industrial or commercial development bonds where payments are made or unconditionally guaranteed by a person whose securities are exempt from registration under section 18(b)(1) of the Securities Act of 1933, as amended, of the City except by an offering circular containing full and fair disclosure of all defaults as to principal or interest on its obligations since December 31, 1975, as provided by rule of the Office of Financial Regulation within the Florida Financial Services Commission (the "FFSC"). Pursuant to administrative rule 69W-400.003, the FFSC has required the disclosure of the amount, date, status and type of each default, specified descriptions of any legal proceedings resulting from such defaults and discussion of any materially relevant pending legal proceedings, whether a trustee or receiver has been appointed over the assets of the City, and certain additional financial information, unless the City believes in good faith that such information would not be considered material by a reasonable investor. The City is not and has not been in default on any bond issued since December 31, 1975, that would be considered material by a reasonable investor.

The City has not undertaken an independent review or investigation of securities for which it has served as conduit issuer. The City does not believe that any information about any default on such securities is appropriate and would be considered material by a reasonable investor in the Series 2026 Bonds because the City would not have been obligated to pay the debt service on any such securities except from payments made to it by the private companies on whose behalf such securities were issued and no funds of the City would have been pledged or used to pay such securities or the interest thereon.

CONTINGENT FEES

The City has retained Bond Counsel, the Municipal Advisor and Disclosure Counsel with respect to the authorization, sale, execution and delivery of the Series 2026 Bonds. Payment of the fees of such professionals and an underwriting discount to the Underwriter is contingent upon the issuance of the Series 2026 Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the Holders of the Series 2026 Bonds upon an event of default under the Resolution are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, , including specifically Title 11 of the United States Code, the remedies specified by the Federal Bankruptcy Code, the Resolution, and the Series 2026 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2026 Bonds will be qualified, as to the enforceability of the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The remedies granted to the Series 2026 Bondholders under the Resolution do not include the power to accelerate the principal of the Series 2026 Bonds. See "APPENDIX C – COPY OF RESOLUTION" attached hereto for a description of events of default and remedies.

ACCURACY AND COMPLETENESS OF OFFICIAL STATEMENT

The references, excerpts, and summaries of all documents, statutes, and information concerning the City and certain reports and statistical data referred to herein do not purport to be complete, comprehensive and definitive and each such summary and reference is qualified in its entirety by reference to each such document for full and complete statements of all matters of fact relating to the Series 2026 Bonds, the security for the payment of the Series 2026 Bonds and the rights and obligations of the Holders thereof and to each such statute, report or instrument. Copies of such documents may be obtained from the office of the City Manager, 510 N. Baker Street, Mount Dora, Florida 32757, (352) 735-7126.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Official Statement nor any statement that may have been made verbally or in writing is to be construed as a contract with the owners of the Series 2026 Bonds.

The appendices attached hereto are integral parts of this Official Statement and must be read in their entirety together with all foregoing statements.

[Remainder of page intentionally left blank]

AUTHORIZATION OF OFFICIAL STATEMENT

The execution and delivery of this Official Statement has been duly authorized and approved by the City. At the time of delivery of the Series 2026 Bonds, the City will furnish a certificate to the effect that nothing has come to their attention which would lead them to believe that the Official Statement (other than information herein related to DTC, the book-entry only system of registration and the information contained under the caption "TAX MATTERS" as to which no certification will be made), as of its date and as of the date of delivery of the Series 2026 Bonds, contains an untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Official Statement is intended to be used, or which is necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

CITY OF MOUNT DORA, FLORIDA

By:_____
Mayor

By:_____
City Manager

APPENDIX A

GENERAL INFORMATION - CITY OF MOUNT DORA, FLORIDA

APPENDIX B

CITY OF MOUNT DORA, FLORIDA
ANNUAL COMPREHENSIVE FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

APPENDIX C

COPY OF RESOLUTION

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

APPENDIX E

FORM OF OPINION OF BOND COUNSEL

EXHIBIT D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Mount Dora, Florida (the "Issuer") in connection with the issuance of its $_____ Non-Ad Valorem Refunding Revenue Bonds, Series 2026 (the "Bonds"). The Bonds are being issued pursuant to the Constitution and Laws of the State of Florida, including particularly, Chapter 166, Florida Statutes, as amended, the Charter of the Issuer, and other applicable provisions of law, and Resolution No. 2026-_____ duly adopted by the City Council of the Issuer (the "City Council") on August __, 2026 (the "Bond Resolution").

SECTION 1. PURPOSE OF THE DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and Beneficial Owners (defined below) of the Bonds and in order to assist the Participating Underwriters in complying with the continuing disclosure requirements of the Rule (defined below).

SECTION 2. DEFINITIONS. In addition to the definitions set forth in the Bond Resolution which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean the Digital Assurance Certification, LLC (“DAC”), or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access web portal of the MSRB, located at http://www.emma.msrb.org.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to

which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Obligated Person" shall mean any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity or credit facilities).

"Participating Underwriters" shall mean the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each entity authorized and approved by the U.S. Securities and Exchange Commission from time to time to act as a repository for purposes of complying with the Rule. As of the date hereof, the Repository recognized by the Securities and Exchange Commission for such purpose is the MSRB, which currently accepts continuing disclosure submissions through EMMA.

"Rule" shall mean the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Florida.

SECTION 3. PROVISION OF ANNUAL REPORTS.

(a) The Issuer shall, or shall cause the Dissemination Agent to, provide to each Repository, in electronic format as prescribed by such Repository, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Beginning with the fiscal year ending September 30, 2026, with respect to the report for the 2025-2026 fiscal year, each Annual Report shall be filed by not later than June 30 following the end of the prior fiscal year. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date provided, further, in such event unaudited financial statements are required to be delivered as part of the Annual Report in accordance with Section 4(a) below. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) If on the fifteenth (15th) day prior to the annual filing date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Issuer shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report no later than two (2) business days prior to the annual filing date, or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Certificate, state the date by which the

Annual Report for such year will be provided and instruct the Dissemination Agent that a failure to file has occurred and to immediately send a notice to the Repository in substantially the form attached as Exhibit A, accompanied by a cover sheet completed by the Dissemination Agent in the form set forth as Exhibit B.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each Repository;

(ii) if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing each Repository to which it was provided; and

(iii) if the Dissemination Agent has not received an Annual Report by 6:00 p.m. Eastern time on the annual filing date (or, if such annual filing date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a failure to file shall have occurred and the Issuer irrevocably directs the Dissemination Agent to immediately send a notice to the Repository in substantially the form attached as Exhibit A without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Dissemination Agent in the form set forth as Exhibit B.

SECTION 4. CONTENT OF ANNUAL REPORTS. The Issuer's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement dated _____, 2026 (the "Official Statement"), and the audited financial statements shall be filed in the same manner as the Annual Report thirty (30) days following the date on which the audited financial statements of the Issuer are accepted by the City Council, but in no event later than September 30.

(b) Updates of the historical financial data set forth in the Official Statement in the following table: "GENERAL FUND AND HISTORICAL NON-AD VALOREM REVENUES" and information shown under the sub-heading entitled "GENERAL FUND AND HISTORICAL NON-AD VALOREM REVENUES-Other Debt of the City."

The information provided under Section 4(b) may be included in the financial statements of the Issuer or by specific reference to documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on the Repository's Internet Website or filed with the Securities and Exchange Commission.

The Issuer reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent necessary or

appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule.

SECTION 5. REPORTING OF SIGNIFICANT EVENTS.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds. Such notice shall be given in a timely manner not in excess of ten (10) business days after the occurrence of the event:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. modifications to rights of the holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the Bonds, if material;
11. ratings changes;
12. an Event of Bankruptcy or similar event of an Obligated Person;
13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material (In accordance with the Securities and Exchange Commission's interpretive release that accompanied the final Rule, leases are considered to be Financial Obligations only if entered into as a vehicle to borrow money.);
16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties; and
17. notice of any failure on the part of the Issuer to meet the requirements of Section 3 hereof.

(b) The notice required to be given pursuant to Section 5(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

SECTION 6. IDENTIFYING INFORMATION. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Certificate to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

(a) the category of information being provided;
(b) the period covered by any annual financial information, financial statement or other financial information or operational data;
(c) the issues or specific securities to which such documents are related (including CUSIPs, Issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
(d) the name of any Obligated Person other than the Issuer;
(e) the name and date of the document being submitted; and
(f) contact information for the submitter.

SECTION 7. TERMINATION OF REPORTING OBLIGATION. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, so long as there is no remaining liability of the Issuer, or if the Rule is repealed or no longer in effect. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 8. DISSEMINATION AGENT. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be DAC.

SECTION 9. AMENDMENT; WAIVER. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Bonds in the same manner as provided in the Bond Resolution for amendments to the Bond Resolution with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Bonds.

Notwithstanding the foregoing, the Issuer shall have the right to adopt amendments to this Disclosure Certificate necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. DEFAULT. The continuing disclosure obligations of the Issuer set forth herein constitute a contract with the holders of the Bonds. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate; provided, however, the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with the provisions of this Disclosure Certificate shall be an action to compel performance. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Bond Resolution.

SECTION 12. DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate. The Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Dissemination Agent as required by this Disclosure Certificate. The Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Dissemination Agent shall have no duty or obligation to review or verify any information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the holders of the Bonds or any other party. The Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Dissemination Agent Listed Events or a duty to determine the materiality thereof. The Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Certificate. The Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Certificate shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

[Remainder of page intentionally left blank]

SECTION 13. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated as of _____, 2026.

CITY OF MOUNT DORA, FLORIDA

(SEAL)

By: _____
Mayor

Attested and Countersigned:

By: _____
City Clerk

Approved as to Form and Correctness:

By: _____
City Attorney

ACKNOWLEDGED BY:

DIGITAL ASSURANCE CERTIFICATION LLC,
as Dissemination Agent

By:_____
Name:_____
Title:_____

EXHIBIT A

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Issuer: City of Mount Dora, Florida

Name(s) of Bond Issue(s): Non-Ad Valorem Refunding Revenue Bonds, Series 2026

Date(s) of Issuance: _____, 2026

Date(s) of Disclosure Agreement: _____

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate. The Issuer has notified the Dissemination Agent that it anticipates that the Annual Report will be filed by Digital Assurance Certification, LLC.

Dated:_____

DIGITAL ASSURANCE CERTIFICATION LLC,
as Dissemination Agent

_____

cc:

EXHIBIT B
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

City of Mount Dora, Florida

Issuer's Six-Digit CUSIP Number:

_____

or Nine-Digit CUSIP Number(s) of the Bonds to which this event notice relates:

_____

Number of pages attached: _____

____ Description of Notice Events (Check One):

1._____"Principal and interest payment delinquencies;"
2._____"Non-Payment related defaults, if material;"
3._____"Unscheduled draws on debt service reserves reflecting financial difficulties;"
4._____"Unscheduled draws on credit enhancements reflecting financial difficulties;"
5._____"Substitution of credit or liquidity providers, or their failure to perform;"
6._____"Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;"
7._____"Modifications to rights of securities holders, if material;"
8._____"Bond calls, if material, and tender offers;"
9._____"Defeasances;"
10._____"Release, substitution, or sale of property securing repayment of the Bonds, if material;"
11._____"Rating changes;"
12._____"An Event of Bankruptcy or similar event of an Obligated Person;"
13._____"The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;"
14._____"Appointment of a successor or additional trustee, or the change of name of a trustee, if material."
15._____"Incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;" and
16._____"Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties."
17._____"Failure to provide annual financial information as required."

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

_____

Name: _____Title: _____

Digital Assurance Certification, LLC
315 East Robinson Street, Suite 300
Orlando, Florida 32801
407-515-1100

Date: _____

EXHIBIT E

FORM OF BOND REGISTRAR AND PAYING AGENT AGREEMENT

PAYING AGENT AND REGISTRAR AGREEMENT

THIS PAYING AGENT AND REGISTRAR AGREEMENT (this "Agreement"), is entered into as of _____, 2026 by and between the City of Mount Dora, Florida (the "Issuer"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (the "Bank"), as Paying Agent and Registrar.

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its Non-Ad Valorem Refunding Revenue Bonds, Series 2026 (the "Bonds") in an aggregate principal amount of $_____ to be issued as fully registered bonds without coupons;

WHEREAS, the Issuer will ensure all things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS, the Issuer and the Bank wish to provide the terms under which Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Bonds;

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent and Registrar for the Bonds; and

WHEREAS, the Issuer has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE
DEFINITIONS

Section 1.01. Definitions.

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

"Bank" means U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America, and its successors and assigns.

"Bond Register" means the book or books of registration kept by the Bank, as Registrar, in which are maintained the name and address of and principal amounts registered to each Registered Owner.

"Bonds" shall have the meaning defined in the Recitals.

"Fiscal Year" means the fiscal year of the Issuer ending on September 30 of each year.

"Issuer" means City of Mount Dora, Florida.

"Paying Agent" means the Bank when it is performing the function of paying agent for the Bonds.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

"Registered Owner" means a Person in whose name a Bond is registered in the Bond Register.

"Registrar" means the Bank when it is performing the function of registrar for the Bonds.

ARTICLE TWO
APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 2.01. Appointment and Acceptance.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners in accordance with the terms and provisions of this Agreement the principal of, redemption premium (if any), and interest on all or any of the Bonds.

The Issuer hereby appoints the Bank as Registrar with respect to the Bonds. As Registrar, the Bank shall keep and maintain for and on behalf of the Issuer, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided herein.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Registrar.

Section 2.02. Compensation.

As compensation for the Bank's services as Registrar and Paying Agent, the Issuer hereby agrees to pay the Bank, $_____, payable in advance on the Effective Date.

In addition, the Issuer agrees to reimburse the Bank, upon its request, for all reasonable out-of-pocket expenses, disbursements and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, incurred or made by the Bank in connection with entering into and performing under this Agreement or in connection with investigating and defending itself against any claim or liability hereunder.

ARTICLE THREE
PAYING AGENT

Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank, provided sufficient collected funds have been deposited for such purpose by or on behalf of the Issuer in the account designated by the Bank hereunder (the "Account"), shall pay on behalf of the Issuer the principal of, redemption premium, if any, and interest on each Bond in accordance with the provisions of the Bonds. The Bank has no obligation to seek funds from any other account or pursuant to any letter of credit, insurance policy or other agreement or take any other action to assist the Issuer to comply with its obligations except to the extent expressly set forth in this Agreement.

Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of, redemption premium (if any) and interest on the Bonds on the dates specified in the Bonds, from the Account to the extent such amounts are on deposit in the Account.

The Bank shall not be required to pay interest on any funds of the Issuer for any period during which such funds are held by the Bank awaiting payment of the Bonds.

Section 3.03. Receipt of Funds.

The Issuer hereby agrees to deposit in the Account sufficient funds to make principal and interest payments as follows: (1) payment by check must be received by the Paying Agent at least five (5) business days prior to payment date and (2) payment by wire must be received by the Paying Agent no later than 11:30 a.m. CST on the payment date.

ARTICLE FOUR
REGISTRAR

Section 4.01. Initial Delivery of Bonds.

The Bonds will be initially registered and delivered to the purchaser designated by the Issuer as one Bond for each maturity. If such purchaser delivers a written request to the Bank not later than five (5) business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

Section 4.02. Duties of Registrar.

The Bank shall provide for the proper registration of transfer, exchange and replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by

an eligible guarantor institution meeting the requirements of the Bank, which requirements may include membership or participation in a Medallion signature program, in form acceptable to the Bank, duly executed by the Registered Owner thereof or such Registered Owner's agent. The Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

Section 4.03. Unauthenticated Bonds.

The Issuer shall provide to the Bank on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers or replacements. The Bank agrees that it will maintain such unauthenticated Bonds in safekeeping.

Section 4.04. Form of Bond Register.

The Bank as Registrar will maintain its records as Registrar in accordance with the Bank's general practices and procedures in effect from time to time.

Section 4.05. Cancelled Bonds.

All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds shall be held by the Bank for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the Issuer upon its written request.

Section 4.06. Mutilated, Lost, Stolen or Destroyed Bonds.

In case any Bond shall become mutilated or be destroyed, stolen or lost, the Bank shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the expenses and charges of the Bank in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Bank of evidence satisfactory to the Bank that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bank of an appropriate bond of indemnity in form, substance and amount as is satisfactory to the Bank. All Bonds so surrendered to the Bank shall be canceled by it and evidence of such cancellation shall be given to the Issuer upon request. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Bank with a bond of indemnity as set forth above.

ARTICLE FIVE
THE BANK

Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein, each of which is ministerial and non-fiduciary in nature. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank hereby agrees to use the funds deposited with it for payment of the principal of, redemption premium (if any) and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its negligence or willful misconduct in connection with any act or omission hereunder. In no event shall the Bank be liable for incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if the Bank has been advised of the likelihood of such damages or penalty and regardless of the form of action.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with due care.

Section 5.03. Recitals of Issuer.

The recitals contained in the Bonds shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

Section 5.04. May Own Bonds; Other Transactions.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Registrar for the Bonds. The Bank may engage in or be interested in any financial or other transaction with the Issuer, any Bond owner or any other Person.

Section 5.05. Money Held by Bank.

Money held by the Bank hereunder need not be segregated from other funds. The Bank shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder. Any money deposited with or otherwise held by the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed by the Registered Owner (or by the Issuer (which claim by the Issuer shall be made in writing) after maturity and prior to escheatment) will be escheated pursuant to the applicable state law. If funds are returned to the Issuer, the Issuer and the Bank agree that the Registered Owner of such Bond shall thereafter look only to the Issuer for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

Section 5.06. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Issuer and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 5.07. Indemnification.

To the extent authorized by law, the Issuer shall indemnify the Bank, its officers, directors and employees ("Indemnified Parties") for, and hold them harmless against, any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to have been caused by the Bank's negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers, rights or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

ARTICLE SIX
MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party. Notwithstanding the foregoing, any corporation or association (i) into which the Bank may be converted or merged, (ii) with which the Bank or any successor to it may be consolidated or (iii) to which it may sell or transfer its corporate trust business as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, merger, consolidation, sale or transfer, ipso facto, shall be and become successor Paying Agent and Registrar hereunder, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, communication, waiver or other document (each, a "Notice") provided or permitted hereunder to be given or furnished to the Issuer or the Bank shall be in writing and delivered by mail, hand-delivery or Electronic Means (as defined below) to the Issuer or the Bank, respectively, at the address shown below, or such other address as may have been given by one party to the other by fifteen (15) days written notice:

If to the Issuer: City of Mount Dora, Florida
Attention: Finance Director
510 N. Baker Street
Mount Dora, Florida 32757

If to the Bank: U.S. Bank Trust Company, National Association
Attention: Corporate Trust Department
6410 Southpoint Parkway
Suite 200
Jacksonville, FL 32216
Phone: 904-358-5377

The Bank agrees to accept Notices in the form of a portable document format ("pdf") or other replicating image attached to an e-mail, facsimile transmission, secure electronic transmission (containing applicable authorization codes, passwords and/or authentication keys issued by the Bank), or another electronic method or system specified by the Bank as available for use in connection with its services hereunder (collectively, "Electronic Means"), provided the

Issuer shall deliver to the Bank an incumbency or other certificate listing the persons entitled to give such Notices to the Bank. All Notices to the Bank hereunder must be in writing in English and must be in the form of a document that is signed manually or by way of an electronic signature (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Bank). Electronic signatures believed by the Bank to comply with the ESIGN ACT of 2000 or other applicable law shall be deemed original signatures for all purposes. The Issuer agrees to assume all risks arising out of its use of Electronic Means and electronic signatures, including without limitation the risk of the Bank acting on an unauthorized document and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Bank may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Bank in lieu of, or in addition to, any document signed via electronic signature.

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 6.06. Severability.

If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Except with respect to the Indemnified Parties, this Agreement is intended to be for the benefit of or to be enforceable by only the Issuer and the Bank, and no third party shall be entitled to claim that it is a third party beneficiary hereof.

Section 6.08. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Registrar.

Section 6.09. Counterparts.

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

Section 6.10. Term and Termination.

This Agreement shall be effective from and after its date and until the Bank resigns; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder.

The Bank may resign at any time by giving written notice thereof to the Issuer. If the Bank shall resign, or become incapable of acting, the Issuer shall promptly appoint a successor Paying Agent and Registrar. If an instrument of acceptance by a successor Paying Agent and Registrar shall not have been delivered to the Bank within thirty 30 days after the Bank gives notice of resignation, the Bank may petition any court of competent jurisdiction at the expense of the Issuer for the appointment of a successor Paying Agent and Registrar. In the event of resignation of the Bank as Paying Agent and Registrar, upon the written request of the Issuer and upon payment of all amounts owing to the Bank hereunder the Bank shall deliver to the Issuer or its designee all funds in the Account and unauthenticated Bonds and a copy of the Bond Register. The provisions of Section 2.02 and Section 5.07 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Florida.

Section 6.12. Documents to be delivered to Bank.

At the time of the Bank's appointment as Paying Agent and Registrar hereunder, the Issuer shall deliver to the Bank the following documents: (a) a specimen of each Bond; (b) a copy of the opinion of bond counsel provided to the Issuer in connection with the issuance of the Bonds; and (c) such other information that the Bank may request in connection with its obligations under this Agreement.

Section 6.13. Patriot Act Compliance.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity the Bank will ask for documentation to verify its formation and existence as a legal entity. The Bank may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[Signature Page Follows]

IN WITNESS WHEREOF, the Issuer and the Bank have caused this Agreement to be executed in their respective names by their duly authorized representatives, in two counterparts, each of which shall be deemed an original.

(SEAL)

CITY OF MOUNT DORA, FLORIDA

By:_____
James L. Homich, Mayor

ATTEST:

By:_____
Jeanann Hand, City Clerk

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Paying Agent and Registrar

By:_____
Deborah Lamb, Assistant Vice President

EXHIBIT F

FORM OF INTERLOCAL AGREEMENT

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT (herein, this "Interlocal Agreement") is made and entered into this _____ day of _____, 2026, by and between the NORTHEAST COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, and a public instrumentality, duly created pursuant to the Florida Community Redevelopment Act, Chapter 163, Part III, Florida Statutes, as amended (hereinafter referred to as the "Agency"), and the CITY OF MOUNT DORA, FLORIDA, a municipal corporation of the State of Florida (hereinafter referred to as the "City");

W I T N E S S E T H:

WHEREAS, the City Council (the "City Council") of the City established the Agency pursuant to Chapter 163, Part III, Florida Statutes (the "Redevelopment Act") and City Resolution No. 89-19, as amended and supplemented from time to time, to conduct the community redevelopment purposes of the provisions of the Redevelopment Act; and

WHEREAS, City Ordinance No. 2024-07 adopted the "City of Mount Dora Northeast Community Redevelopment Agency Redevelopment Plan of 2024" (as may be amended from time to time, the "Redevelopment Plan") which, among other things, described the current boundaries of the Northeast Community Redevelopment Area and identified the need for a community resource and recreation center to be located in such area (the "Project") as a redevelopment objective thereunder; and

WHEREAS, the City provided interim construction financing for the Project by obtaining a non-revolving, draw-down loan evidenced by the City's Redevelopment Revenue Note, Series 2025 (the "Series 2025 Note"), in anticipation of a future issuance of revenue bonds or other debt obligations to permanently finance the Project; and

WHEREAS, the Series 2025 Note was issued in the principal amount of not to exceed $16,000,000 pursuant to City Resolution No. 2025-03 adopted by the City Council on January 21, 2025, and that certain Loan Agreement dated January 24, 2025 (the "Loan Agreement"), by and between the City and Regions Capital Advantage, Inc.; and

WHEREAS, the City intends to have drawn down all of the principal amount of the Series 2025 Note to finance the design, construction, acquisition, improvement, and equipping of the Project by August 28, 2026, and the Project is scheduled for completion on or before September 30, 2026; and

WHEREAS, the City and the Agency entered into that certain Interlocal Agreement dated January 24, 2025 (the "2025 Interlocal Agreement") to provide for the Agency's payment and/or reimbursement to the City for annual principal and interest payments on the Series 2025 Note and all other amounts due and owing by the City under the Loan Agreement; and

WHEREAS, the City Council has determined to authorize the issuance of its not to exceed $17,250,000 City of Mount Dora, Florida Non-Ad Valorem Refunding Revenue Bonds, Series 2026 (the "Series 2026 Bonds") to (i) currently refund the principal amount drawn on the Series 2025 Note and thereby provide for the long-term financing of the Project, (ii) finance any additional costs of the Project if deemed necessary by the City Manager, and (iii) pay transaction costs and expenses relating to the issuance and sale of the Series 2026 Bonds which may include the costs of bond insurance if deemed desirable by the City Manager upon the advice of the Municipal Advisor; and

WHEREAS, the City Council adopted a resolution on August 18, 2026, to authorize the issuance of the Series 2026 Bonds (the "Bond Resolution"); and

WHEREAS, the Series 2026 Bonds shall be secured solely by the City's covenant to budget, appropriate and deposit Non-Ad Valorem Revenues of the City to the Debt Service Fund, all as defined and described in the Bond Resolution; and

WHEREAS, the Bond Resolution also authorized the City to enter into this Interlocal Agreement with the Agency to provide for the Agency's payment to the City of tax increment revenues (the "Northeast Increment Revenues") deposited into the Northeast Redevelopment Trust Fund (the "Redevelopment Trust Fund"), for use by the City to make principal and interest payments on the Series 2026 Bonds when due; and

WHEREAS, the City and Agency desire to enter into this Interlocal Agreement to memorialize the terms by which the Agency shall pay and/or reimburse the City for obligations incurred with respect to the Series 2026 Bonds by paying to the City each year, from Northeast Increment Revenues, an amount equal to the annual principal and interest payments on the Series 2026 Bonds and all other amounts due and owing by the City under the Bond Resolution; and

WHEREAS, such Northeast Increment Revenues shall be a non-ad valorem revenue source available to the City to pay the principal and interest payments on the Series 2026 Bonds, but shall not be pledged as a source of security and payment for such Series 2026 Bonds; and

WHEREAS, the City provided notice that the City and Agency intended to enter into this Interlocal Agreement pursuant to Section 163.346 of the Redevelopment Act; and

WHEREAS, the City and the Agency hereby determine that this Interlocal Agreement, the issuance of the Series 2026 Bonds, the refunding of the Series 2025 Note, the Project and the expenditures contemplated hereunder serve public purposes and are appropriate and necessary undertakings in furtherance of redeveloping the Northeast Community Redevelopment Area pursuant to the Redevelopment Plan; and

WHEREAS, except with regard to the Agency's obligations pursuant to this Interlocal Agreement, the Northeast Increment Revenues are not subject to any other pledge or lien, and are free from all encumbrances.

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

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into the terms of this Interlocal Agreement.

2. Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Bond Resolution.

3. Obligation to Repay City.

A. The City's issuance of the Series 2026 Bonds is hereby acknowledged by the Agency, and the Agency hereby confirms, consents to and accepts the terms thereof and as set forth in the Bond Resolution and the Series 2026 Bonds.

B. The Agency hereby covenants to fund, pay, reimburse and repay the City the amounts due under the Series 2026 Bonds and the Bond Resolution, including payment of the principal of, interest on and all other amounts due on the Series 2026 Bonds. The Agency hereby pledges the Northeast Increment Revenues to the City and shall pay the amounts due hereunder from Northeast Increment Revenues or from any other funds of the Agency legally available for such purpose. To the extent that the Northeast Increment Revenues are insufficient to fully pay the principal of and interest on the Series 2026 Bonds, the City shall apply its other available Non-Ad Valorem Revenues for the payment thereof (an "Advance"). The Agency shall repay any such Advances and pay interest on such Advances at the same interest rate due on the Series 2026 Bonds. The obligations of the Agency described in this Section are cumulative and shall continue until amounts due hereunder and under the Bond Resolution are fully paid by the Agency.

C. The obligation to transfer the Northeast Increment Revenues to the City to pay the amounts due on the Series 2026 Bonds shall survive until the date on which the Series 2026 Bonds are no longer outstanding under the Bond Resolution.

D. Any Northeast Increment Revenues received by the Agency in excess of the amount necessary to pay the City the amounts set forth above may be retained by the Agency and used for any lawful purpose of the Agency.

E. In order to secure its indebtedness to the City for the Series 2026 Bonds, the Agency hereby pledges to the City the Northeast Increment Revenues, which pledge shall be prior and superior to all other pledges thereof; provided, however, that any tax increment revenues which derive from any other redevelopment areas heretofore or subsequently established by the City or the Agency are not pledged in any manner to secure the Series 2026 Bonds.

F. The Agency is presently entitled to receive the Northeast Increment Revenues to be deposited in the Redevelopment Trust Fund, and has taken all action required by law to entitle it to receive such Northeast Increment Revenues, and the Agency will diligently enforce the obligation of any taxing authority to appropriate its proportionate share of the Northeast Increment Revenues and will not take, or consent to or adversely permit, any action which will impair or adversely affect the obligation of each such taxing authority to appropriate its proportionate share of such Northeast Increment Revenues, impair or adversely affect in any manner the deposit of such Northeast Increment Revenues in the Redevelopment Trust Fund, or the pledge of such Northeast Increment Revenues hereby to the extent as described herein. The Agency and the City shall be unconditionally and irrevocably obligated so long as the Series 2026 Bonds are outstanding, and until the payment in full by the Agency of its indebtedness to the City for the Series 2026 Bonds, to take all lawful action necessary or required in order to ensure that each such taxing authority shall appropriate its proportionate share of the Northeast Increment Revenues as now or later required by law, and to make or cause to be made any deposits of Northeast Increment Revenues or other funds required by this Interlocal Agreement.

G. The Agency does hereby authorize and consent to the exercise of full and complete control and custody of the Redevelopment Trust Fund, and any and all moneys therein, by the City for the purpose provided in this Interlocal Agreement, including payment of the Series 2026 Bonds.

H. The City and the Agency acknowledge that the Northeast Increment Revenues paid to the City hereunder shall be a non-ad valorem revenue source available to the City to pay the principal and interest payments on the Series 2026 Bonds, but shall not be pledged as a source of security and payment for such Series 2026 Bonds.

5. Severability. If any provision of this Interlocal Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

6. Applicable Provisions of Law. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Interlocal Agreement and not solely to the particular portion in which any such word is used.

8. Captions. The captions and headings in this Interlocal Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Interlocal Agreement.

9. City Council Members of the City Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Interlocal Agreement or the Series 2026 Bonds or for any claim based thereon or otherwise in respect thereof, shall be had against any City Council members of the City, as such, past, present or future, either directly or through the City, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the City Council members of the City, as such, under or by reason of the obligations, covenants or agreements contained in this Interlocal Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute of, and any and all such rights and claims against, every such City Council member of the City, as such, are waived and released as a condition of, and as a consideration for, the execution of this Interlocal Agreement and the issuance of the Series 2026 Bonds on the part of the City.

10. Board Members of the Agency Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Interlocal Agreement or the Series 2026 Bonds or for any claim based thereon or otherwise in respect thereof, shall be had against any board members of the Agency, as such, past, present or future, either directly or through the Agency it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the board members of the governing board of the Agency, as such, under or by reason of the obligations, covenants or agreements contained in this Interlocal Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such board member of the Agency, as such, are waived and released as a condition of, and as a consideration for, the execution of this Interlocal Agreement.

11. Obligations Limited. By execution of this Interlocal Agreement, the Agency hereby consents to all the provisions of the Series 2026 Bonds and the Bond Resolution. The obligation to pay to the City the amounts due hereunder shall not be deemed to constitute a debt of the Agency or a pledge of the faith and credit of the Agency, but such obligation shall be payable solely from the Northeast Increment Revenues to be received by the Agency pursuant to the Redevelopment Act. The Agency has no taxing power.

12. 2025 Interlocal Agreement. This Interlocal Agreement is intended to supersede and replace the 2025 Interlocal Agreement. Upon issuance of the Series 2026 Bonds, the 2025 Interlocal Agreement will be terminated and of no further force and effect; provided, however, that in the event the Agency has any liability to the City thereunder following the issuance of the Series 2026 Bonds, such liability shall survive termination of the 2025 Interlocal Agreement until such liability has been paid in full.

IN WITNESS WHEREOF, the parties to this Interlocal Agreement have caused their names to be affixed hereto by the proper officers thereof as of the day and year first written above.

CITY OF MOUNT DORA

(SEAL)

_____

James L. Homich, Mayor

_____

Jeanann Hand, City Clerk

APPROVED AS TO FORM
AND LEGALITY FOR CITY OF
MOUT DORA AND
CITY OF MOUNT DORA NORTHEAST
CRA ONLY.

_____

Patrick Brackins, City Attorney

NORTHEAST COMMUNITY
REDEVELOPMENT AGENCY

_____

James L. Homich, Chairman

ATTEST:

_____

Jeanann Hand, City Clerk

[Signature Page to Interlocal Agreement]

EXHIBIT G

FORM OF SERIES 2026 BONDS

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the City or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

NO. R-__ $_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF MOUNT DORA, FLORIDA
NON-AD VALOREM REFUNDING REVENUE BONDS, SERIES 2026

Interest Rate	Maturity Date	Date of Original Issue	CUSIP

REGISTERED HOLDER: Cede & Co.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Mount Dora, Florida (herein called the "City"), a municipal corporation of the State of Florida (herein called the "State"), is justly indebted and for value received hereby promises to pay to the Registered Holder shown above or registered assigns or legal representative on the Maturity Date specified above (or earlier as hereinafter referred to), upon the presentation and surrender hereof, at the principal office of U.S. Bank Trust Company, National Association, Jacksonville, Florida (the "Bond Registrar" and "Paying Agent"), the Principal Amount shown above, and to pay to the Registered Holder hereof, by check or draft mailed to the Registered Holder at his address as it appears on the Bond registration books of the City, or by wire transfer to the Registered Holder of at least $1,000,000 aggregate Principal Amount of the Bonds (as hereinafter defined), interest on such Principal Amount from the date hereof or from the _____ 1 or the _____ 1 next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is _____ 1 or _____ 1 to which interest shall have been paid, in which case from such date, such interest to the maturity hereof being payable on _____ 1 and _____ 1 in each year, commencing

_____ 1, 20__, at the Interest Rate per annum specified above, until payment of such Principal Amount.

This Bond is one of an authorized issue of Bonds, in the aggregate principal amount of $_____ of like date, tenor and effect, except as to number, interest rate and maturity, issued to currently refund the City's Series 2025 Note, [pay additional costs of the Project] and pay transaction costs and expenses relating to the issuance and sale of the Bonds, under the authority of and in full compliance with the Constitution and laws of the State of Florida. Capitalized undefined terms used herein shall have the meaning ascribed thereto in the hereinafter defined Resolution.

The Bonds are issued pursuant to the Constitution and laws of the State of Florida, including Chapter 163, Part III, Florida Statutes, Chapter 166, Parts I and II, Florida Statutes, the municipal charter of the City, and other applicable provisions of law (collectively, the "Act"), and by a resolution adopted by the City Council of the City on August 18, 2026 (the "Bond Resolution"), and are subject to all the terms and conditions of said Bond Resolution.

This Bond is payable from and secured solely by a lien on the Pledged Revenues, as defined in and in the manner provided in, and subject to the terms and conditions of, the Bond Resolution. This Bond shall not constitute a general obligation or indebtedness of the City, and the Holders thereof shall never have the right to require or compel the levy of taxes on any property of or in the City for the payment of the principal of and interest on this Bond. This Bond shall not constitute a lien upon any property of or in the City, but shall be payable solely from the Pledged Revenues in the manner provided in the Bond Resolution. Reference is made to the Bond Resolution for the provisions relating to the security for payment of this Bond and the duties and obligations of the City hereunder.

It is hereby certified and recited that all acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Bond, have happened, exist and have been performed in due time, form and manner as required by the Constitution and the laws of the State of Florida applicable thereto; that the total indebtedness of said City, including the issue of Bonds of which this Bond is one, does not exceed any constitutional or statutory limitation; and that provision has been made for the levy and collection of a direct annual ad valorem tax without limitation as to rate or amount upon all taxable property within the City, sufficient to pay, together with other moneys available, if any, the principal of and interest on the Bonds as the same shall become due, which tax shall be levied, assessed and collected at the same time, and in the same manner as other ad valorem taxes are levied, assessed and collected.

This Bond is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code - Investment Securities Law of the State of Florida.

[Insert Redemption Provisions]

Any such redemption, either in whole or in part, shall be made in the manner and upon the terms and conditions provided in the Bond Resolution. Notice of such redemption shall be given in the manner provided in the Bond Resolution.

This transfer of this Bond is registrable by the registered owner hereof or his duly authorized attorney or legal representative at the office of the Bond Registrar and Paying Agent, but only in the manner and subject to the conditions provided in the Bond Resolution and upon surrender and cancellation of this Bond.

The Bond Registrar shall not be required to exchange or register any transfer of this Bond after this Bond has been selected for redemption.

IN WITNESS WHEREOF, the City of Mount Dora, Florida, has issued this Bond and has caused the same to be signed by its Mayor and countersigned and attested to by its City Clerk, (the signatures of the Mayor and the City Clerk being authorized to be facsimiles of such officers' signatures) and its seal or facsimile thereof to be affixed, impressed, imprinted or reproduced hereon, all as of the ____ day of _____, 2026.

CITY OF MOUNT DORA, FLORIDA

(SEAL)

_____
Mayor

ATTESTED:

_____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued under the provisions of the within mentioned Resolution.

_____
Bond Registrar, as Authenticating Agent

Date of Authentication:

_____ By:(Manual Signature)_____
Authorized Officer

ASSIGNMENT AND TRANSFER

For value received the undersigned hereby sells, assigns and transfers unto (Please insert Social Security or other identifying number of transferee)_____ the attached bond of the City of Mount Dora, Florida, and does hereby constitute and appoint, attorney, to transfer the said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date_____

Signature Guaranteed by:

_____

[member firm of the New York Stock Exchange or a commercial bank or a trust company.]

_____

No transfer will be registered and no new Bonds will be issued in the name of the Transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

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

DATE: **August 18, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Adoption of **Resolution No. 2026-24,** Establishing the Five-Year Stormwater Rate Schedule

Introduction:
Request Approval of Resolution No. 2026-24 establishing a five-year stormwater utility rate schedule for Fiscal Years 2026-27 through 2029-30. The proposed rate schedule is based on the Stormwater Revenue Sufficiency Study completed by Raftelis Financial Consultants and is intended to provide a financially sustainable funding plan for the City's stormwater utility.

Discussion:
The City's stormwater utility funds the operation, maintenance, repair, rehabilitation, and replacement of stormwater infrastructure and supports compliance with federal and state environmental regulations, including National Pollutant Discharge Elimination System (NPDES) requirements.

In 2026, the City completed a comprehensive Stormwater Revenue Sufficiency Study to evaluate the utility's long-term financial needs. The study analyzed operating costs, capital improvement requirements, reserve levels, regulatory obligations, and projected revenues. Based on this analysis, Raftelis Financial Consultants developed a recommended five-year rate plan designed to:

- Maintain the financial sustainability of the Stormwater Utility.
- Provide sufficient revenues to fund operating, maintenance, and capital improvement needs.
- Support regulatory compliance and environmental stewardship.
- Reduce the need for significant future rate adjustments through gradual, predictable annual increases.
- Ensure the utility maintains adequate financial reserves and system resiliency.

Resolution No. 2026-24 establishes the stormwater utility rate schedule for Fiscal Years 2026-27 through 2029-30 and supports long-term financial and capital planning.

Notice of the meeting will be posted on the City's website beginning August 1, 2026.

Budget Impact:
The proposed five-year rate schedule is designed to generate sufficient revenue to support the Stormwater Utility's operating expenses, capital improvement program, regulatory compliance activities, and reserve targets identified in the Stormwater Revenue Sufficiency Study. Future annual budgets will incorporate the adopted rates and corresponding revenue projections.

Strategic Impact:
This item supports the Mount Dora Strategic Plan FY2025–2030:
Strategic Initiative 3 – Strengthen and Expand Mount Dora's Infrastructure

Goal 7 – Develop new infrastructure to support sustainable growth management.

Goal 8 – Ensure that utility and public works infrastructure is properly maintained to meet established safety and minimum level of maintenance standards.

Objective 8.6 – Perform NPDES-required inspections, monitoring, maintenance, and improvements to the City's stormwater system.

Recommendation:
City Council approve Resolution No. 2026-24 establishing the five-year stormwater utility rate schedule for Fiscal Years 2026-27 through 2029-30.

Attachment(s):
1. Attachment 1 Stormwater Utility Rate Study Report 8-4-2026
2. Attachment 2 Stormwater Rates Table FY2026-2030
3. Resolution 2026-24 Stormwater Rate Updates

Prepared by: Matthew Dodson, Budget Officer
Reviewed by:

Bill Mitchell, City Engineer	Approved - 8/5/2026
Jennifer Gates, Finance Director	Approved - 8/5/2026
Matthew Dodson, Budget Officer	Approved - 8/5/2026
Andrew Marsian, Public Works and Utilities Director	Approved - 8/6/2026
City Attorney, City Attorney	Approved - 8/12/2026
Jeanann Hand, City Clerk	Approved - 8/12/2026
Vince Sandersfeld, City Manager	Final Approval - 8/12/2026

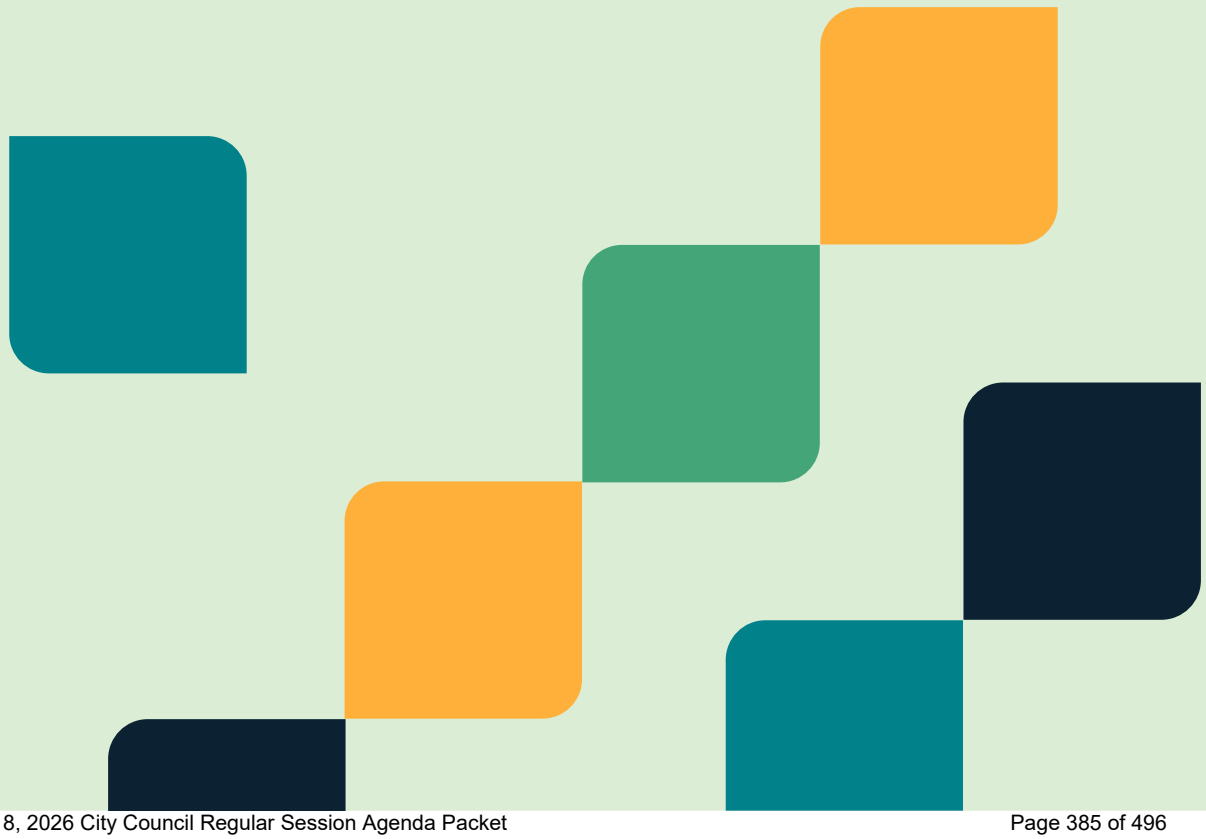
RAFTELIS

CITY OF MOUNT DORA

CITY OF MOUNT DORA

Stormwater Utility Rate Study

Final Report / August 4, 2026



RAFTELIS

August 4, 2026

Honorable Mayor and Members of the City Council
City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757

Subject: **Stormwater Utility Rate Study**

Ladies and Gentlemen:

Raftelis Financial Consultants, Inc. (Raftelis) has completed our rate study for the stormwater rates for the City of Mount Dora, Florida (City) and have summarized the results of our analyses, assumptions, recommendations, and conclusions in this report, which is submitted for your consideration. The analysis encompassed a financial evaluation for the five- (5) fiscal year period of October 1, 2025 through September 30, 2030 (Forecast Period). Based on the assumptions and data provided by the City and relied upon in the development of the projected utility system revenues and expenditure needs, Raftelis has identified the need for rate adjustments shown below for Fiscal Years 2027 through 2030.

Summary of Proposed Rate Adjustments

	Fiscal Year Ending September 30,					
Description	2026	2027	2028	2029	2030	Cumulative
Proposed Rate Adjustments:						
Stormwater Monthly Rate Adjustment	N/A	$6.10	$1.50	$1.50	$1.50	$10.50
Stormwater Monthly Rate	$18.90	$25.00	$26.50	$28.00	$29.50	N/A

The proposed stormwater rates are designed to meet several goals and objectives. The main objective of our analysis was to develop a proposed rate plan that will produce revenues sufficient to meet the projected expenditure requirements of the stormwater utility system over the Forecast Period.

Other goals and objectives considered in the study include:

- The proposed rates should allow the stormwater utility to maintain a financial position that is both sustainable and consistent with performance criteria established by the City based on utility industry standards and regulatory requirements;
- The proposed rates should comply with rate covenant requirements associated with any existing debt or anticipated future borrowings; and
- The proposed rates should be based on full cost recovery principles.

The proposed rates are designed to meet the goals and objectives outlined above and are projected to be sufficient to provide for the recovery of the total costs anticipated for the utility system.

Following this letter, we have provided a summary report, which briefly summarizes the results of our study and outlines our recommendations and conclusions.

We appreciate the opportunity to be of service to the City and would like to thank the City staff for their valuable assistance and cooperation during this study.

Respectfully submitted,

RAFTELIS FINANCIAL CONSULTANTS, INC.

Shawn A. Ocasio
Senior Manager

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Senior Consultant

SAO/dlc
Attachments

Contents

Stormwater Utility Rate Study 1

Stormwater System 1

Introduction 1

Customer Growth and Revenues 2

Operating and Maintenance Expenses 3

Capital Improvement Plan 4

Existing and Proposed Debt 5

Transfers 6

Conclusions and Recommendations 7

Tables

Table 1: Summary of Historical and Projected Stormwater Accounts
Table 2: Summary of Projected Stormwater Rate Revenues Under Existing Rates
Table 3: Fiscal Year 2026 Operating Budget
Table 4: Projected Stormwater System Operating Expenses
Table 5: Summary of Projected Escalation Factors
Table 6: Capital Improvement Program Funding Plan
Table 7: Summary of Debt Service Payments
Table 8: Projection of Return on Investment Transfers to General Fund
Table 9: Projection of Ending Cash Balances and Interest Income
Table 10: Projected Stormwater System Revenue Requirements
Table 11: Projection of Debt Service Coverage Compliance
Table 12: Comparison of Monthly Residential Stormwater Rates

Appendices

Appendix 1: Stormwater System Financial Dashboards and Performance Metrics

Stormwater System

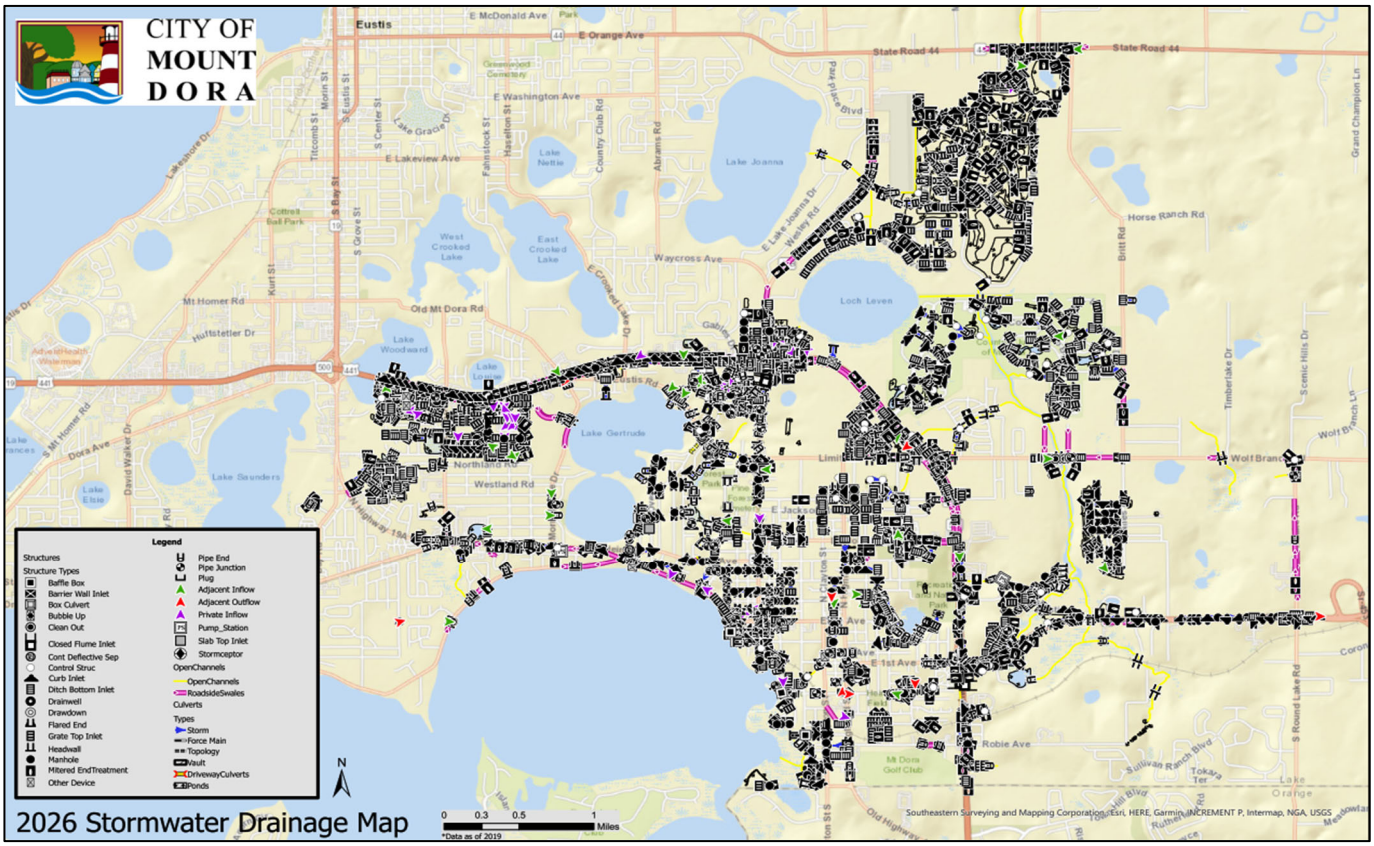
Introduction

The City's stormwater utility system was established as a separate utility enterprise fund. The goal of this study is to assist the City in establishing stormwater rates that are sufficient to recover the cost of operating, maintaining, repairing, and financing the System. In order to achieve this goal, certain criteria were established in conjunction with the City staff that served as guidelines for developing the proposed stormwater rates. The criteria established included: 1) the proposed rates should allow the stormwater utility to maintain a financial position that is both sustainable and consistent with performance criteria established by the City based on utility industry standards and regulatory requirements; 2) the proposed rates should comply with rate covenant requirements associated with any existing debt or anticipated future borrowings; and 3) the proposed rates should be based on full cost recovery principles.

The stormwater system is comprised of treatment and conveyance assets such as inlets/drains, swales/ditches, manholes, baffle boxes, pipes, and other supporting infrastructure further detailed below.

Structure Type	Quantity
Pipes / Culverts	178,323.10 ft. (33.77 miles)
Swale / Ditch	90,076.58 ft. (17.06 miles)
Inlet / Drain	1,113 ea.
Mitered End / Endwall	474 ea.
Manhole	303 ea.
Control Structure	87 ea.
Ponds	39 ea.
Nutrient Separating Baffle Boxes	6 ea.
Nets	3 ea.
Continuous Deflective Separation Units	2 ea.
Catch Basin Baskets	No Data
Underdrains	No Data
Note – Listing as of 2019	

Additionally, the City's stormwater system assets are shown in detail on the City Drainage Map below.



The City is currently facing stormwater challenges such as aging and damaged infrastructure, flooding, nuisance standing water, mandated nutrient reductions, and (more recently) natural disasters. Furthermore, overall operating cost inflation, additional operating permit regulations, and capital needs and related cost increases are increasing the City's costs to maintain and improve the System.

Customer Growth and Revenues

Projected revenues from rates for the stormwater system were based on the existing rates effective October 1, 2025. In order to calculate projected revenues from rates for the Forecast Period, the existing Fiscal Year 2025 rates were applied to the projected billing statistics. Based on discussions with City Staff, the growth projections included in this analysis recognize an average annual growth in customers of approximately 2.4% or approximately 182 accounts per year starting in 2026, as shown in Table 1. The growth assumptions were based on current development information that was provided by City Staff which included the number of units by type and project along with timing of each project's completion. Based on these assumptions, system revenues at existing rates are estimated to increase from approximately $2.9 million to $3.3 million per year over the Forecast Period, as shown on Table 2. No other miscellaneous revenues are projected and interest

earnings on unrestricted fund balances, located on Table 10, are estimated to average approximately $90,000 per year.

Operating and Maintenance Expenses

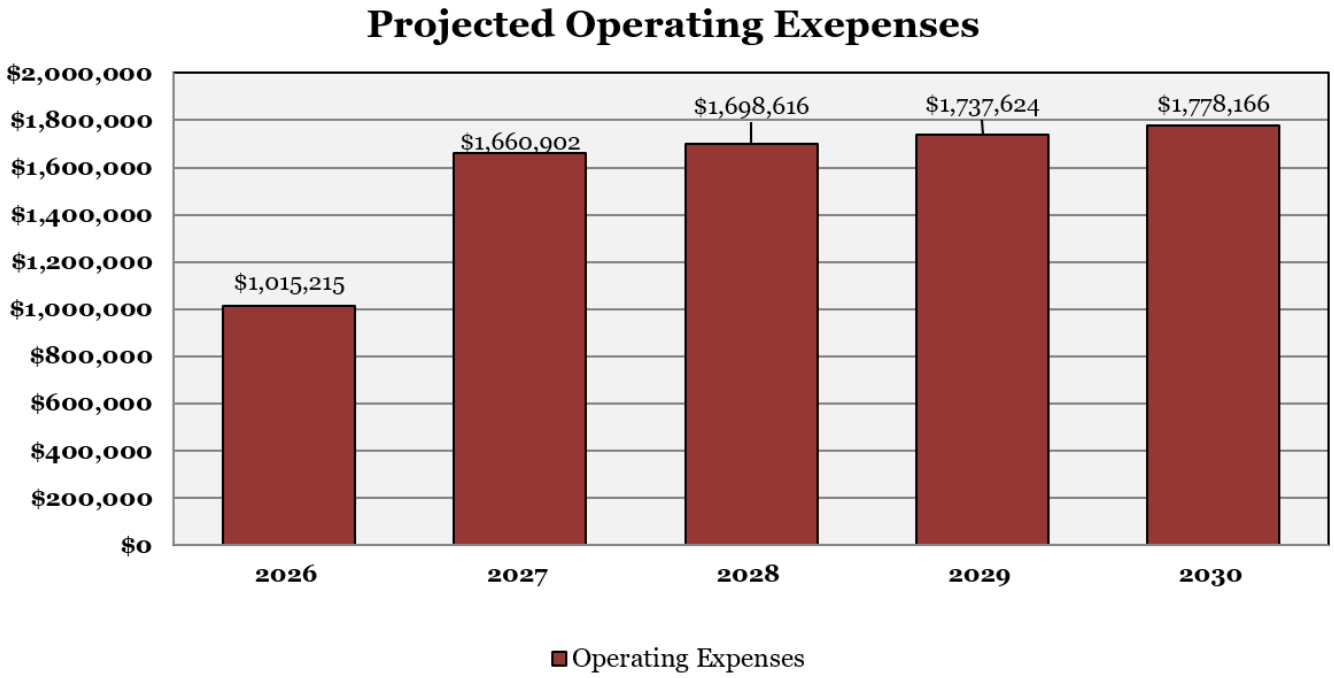
The Fiscal Year 2026 operating budget served as the basis for the operating expense projections for the Forecast Period. Adjustments were made to the Fiscal Year 2026 operating budgets to exclude principal and interest payments on debt, capital expenditures, and additions to reserves, which were accounted for separately in our analysis. These adjustments resulted in the Fiscal Year 2026 operating budget of $5.2 million being adjusted down to approximately $1.0 million in operating expenses, as shown in Table 3-3. A contingency allowance of five percent (5.0%) of operation and maintenance expenses was recognized for unanticipated expenditures in each fiscal year. Additionally, a bad debt allowance of 0.25% of rate revenues was recognized in each fiscal year. The aforementioned allowances represent averages of approximately $75,000 and $10,600 annually, respectively. Operation and maintenance expenses are projected to increase by an annual average of approximately 15.0% per year from Fiscal Year 2026 operating budget levels and are shown in detail on Table 4. It should be noted that the majority of the increase is in FY 2027 at approximately 64% followed by 2.3% increases for 2028 through 2030. It should also be noted that currently the budget for the City has been reallocated into only a few budgetary line items, with the majority of the expenses being the Administrative Services Allocation, Additional Personnel, Professional Services and Repair and Maintenance Services. Over the forecast 5 additional FTEs were included starting in 2027 and averaged approximately $396,000 per year in additional operating expenses over the forecast. Additionally, the Repair and Maintenance Services were increased above the 2026 from $289,544 in 2026 to $500,000 per year starting in 2027. These large adjustments to costs in 2026 were done to start to recapture stormwater system costs that are currently included in the City's General Fund budget. The intention with these cost adjustments is that over time the stormwater system will fully fund the costs of providing service to the City and remove reliance on the City's General Fund.

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The overall increase over the Forecast Period in projected operating expenses was based upon assumptions corresponding to several escalation factors and the nature of the expense as shown on Table 5. A few of the major factors are shown below:

1. Labor – 3.0% per year
2. Professional Services – 4.0% per year
3. General Insurance – 5.00% per year

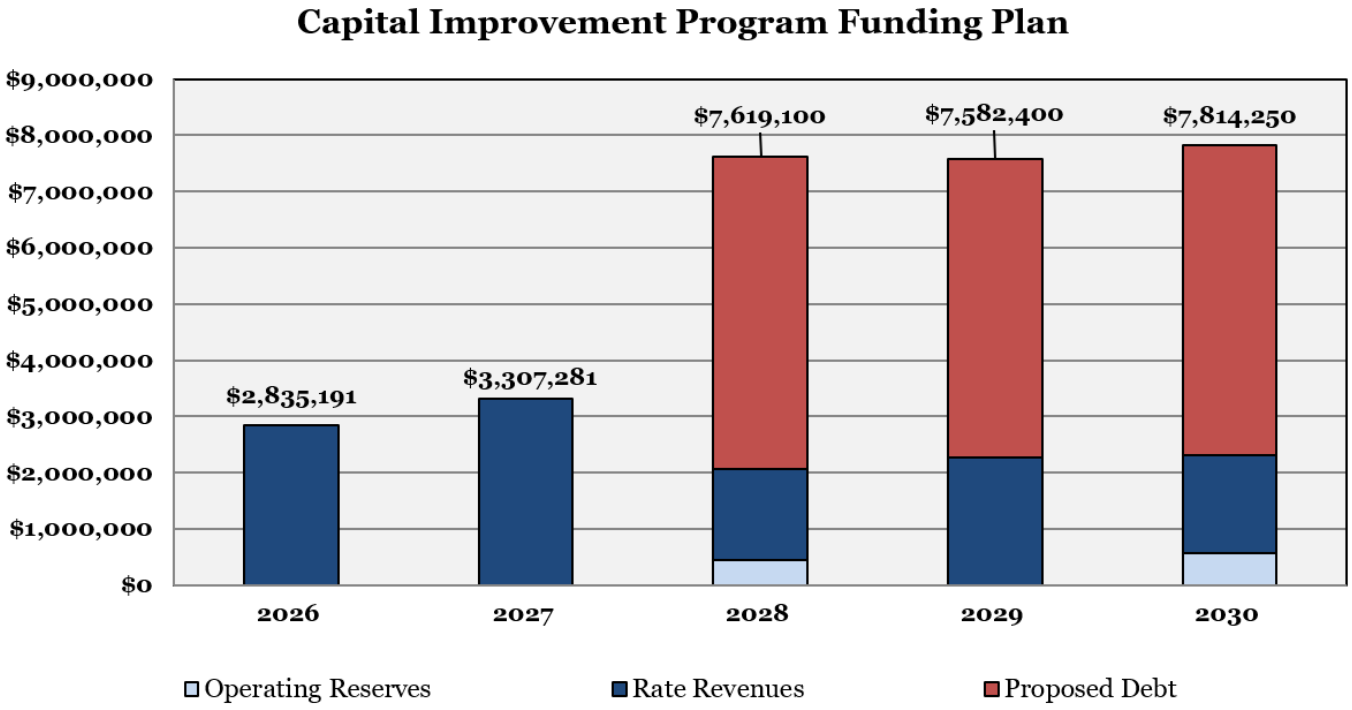
The chart below shows the multi-year expenditure forecast on a summary basis for the Forecast Period.



Capital Improvement Plan

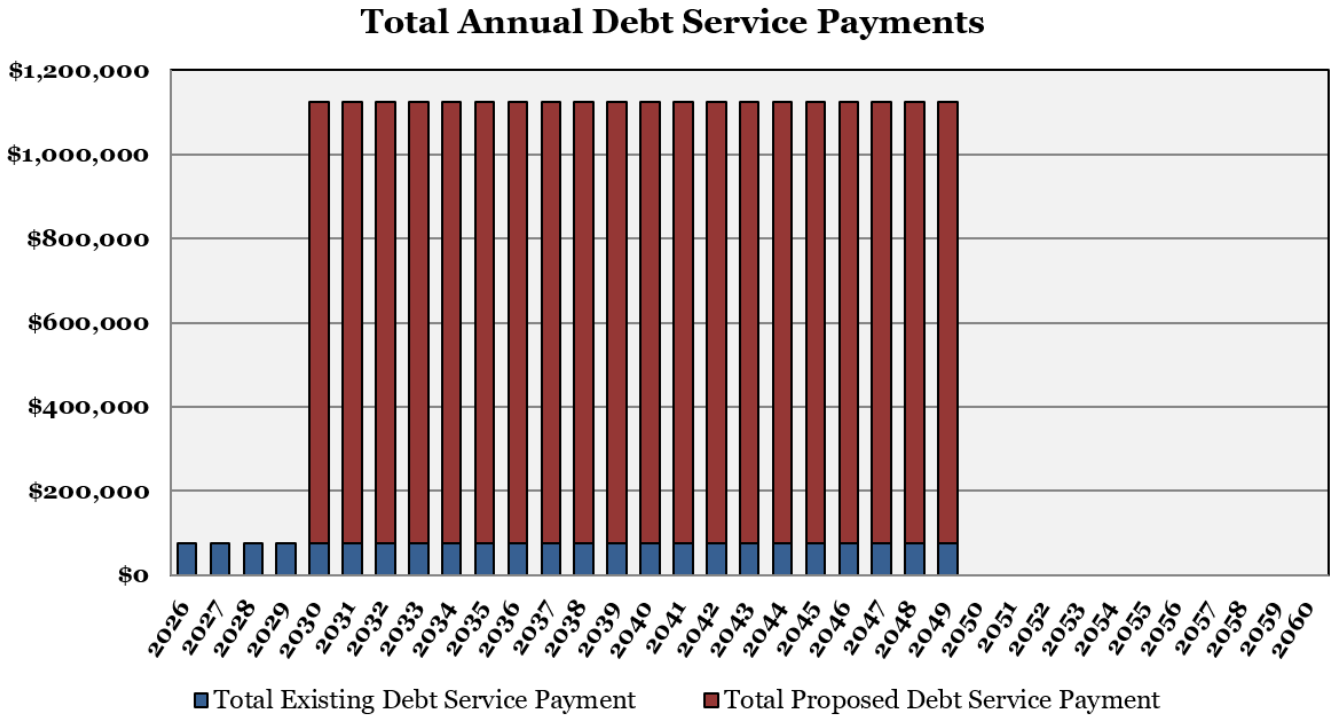
The Capital Improvement Plan (CIP) utilized in this analysis was based on the Fiscal Years 2026 through 2030 CIP, as provided by City. The City's project cost original estimates were based on current year dollars and therefore, these amounts were escalated to account for an estimate of project cost inflation over the Forecast Period. The current plan is projected to fund $29.1 million capital projects. The financial forecast assumes that the stormwater projects in the CIP will be fully funded through a combination of rate revenues, reserves of the system, and the issuance of debt as shown on Table 6. The funding of the CIP is comprised of

rate revenues of the system at approximately 44% new debt issuance at approximately 56% Below is a chart summarizing the annual capital expenditures by projected funding source for additional reference.



Existing and Proposed Debt

Based on the debt service schedules for the outstanding Series 2018 Bonds and Series 2024 Bonds (of which the stormwater system receives an allocation) the annual debt service payments to be funded from rates is approximately $156,000 per year throughout the Forecast Period. Existing debt service payments are summarized on Table 7 found at the end of this report. As mentioned above, as part of the CIP funding analysis it was assumed that the City would issue additional debt to fund a portion of the improvements to the system. Two debts were assumed as part of this funding plan. The first assumed debt issuance was to fund project costs totaling approximately $10.9 million. The City would begin payments in 2030 with an assumed interest rate of 2.0% which would amount to an annual payment of approximately $693,000 per year. The second assumed debt would be for project costs totaling approximately $5.5 million with payments beginning in 2030 with an assumed interest rate of 2.25%. The projected payments on the loan would be approximately $355,000 per year for a total of $1.0 million annually until 2049 when the loans would be paid off. Below is a chart summarizing the annual debt service payments for additional reference.



Transfers

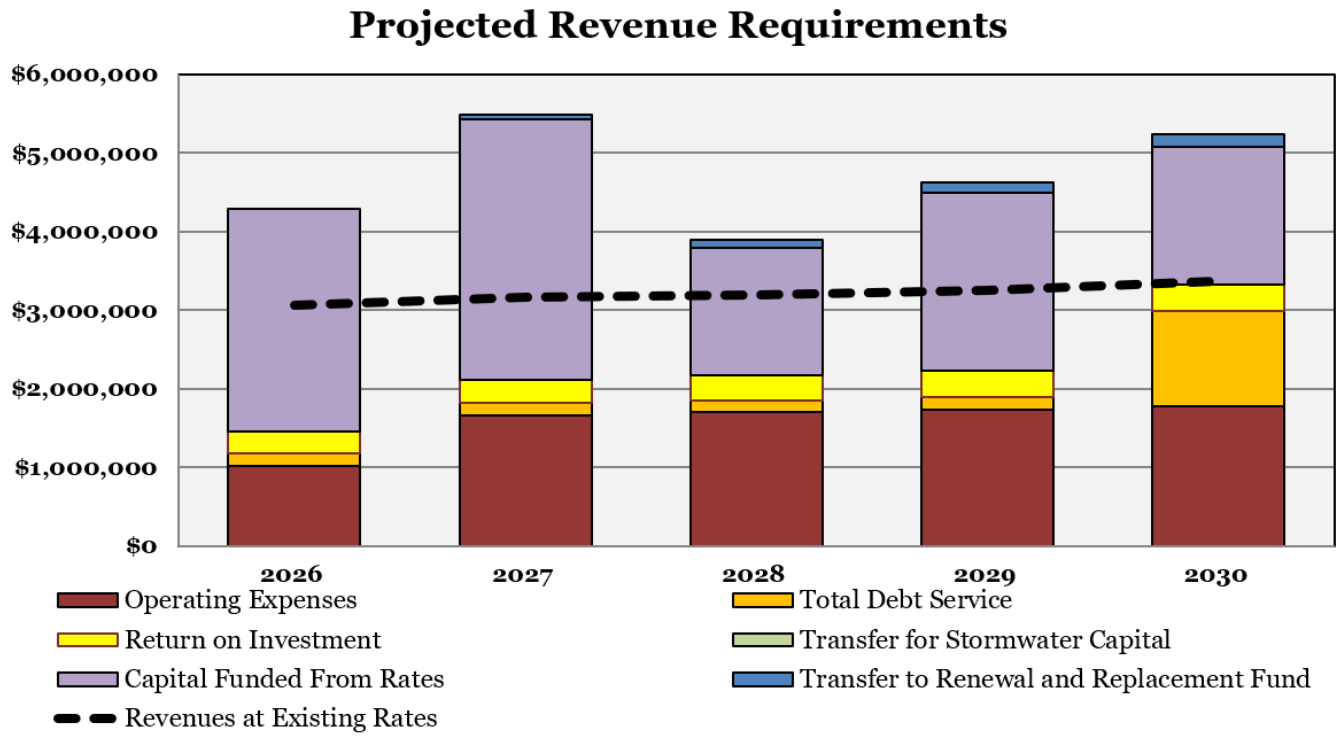
Historically the City has transferred a percentage of the prior year's stormwater net asset value to the General Fund in the form of a Return On Investment (ROI). The current ROI for 2026 was 4.13% of net asset value. Based on the current capital plan and ROI calculation method, the ROI would increase to just over a million dollars by 2030, which would result in larger rate adjustments to fund the transfer by approximately 24%. Raftelis recommends that the City consider changing the transfer policy to increase at a rate of 5.00% per year starting in 2027 instead of the current method. This allows the system to continue to contribute to the General Fund without causing significant increases to the ROI based on the assets being added to the system from the CIP. Based on this assumption, the ROI would average approximately $315,000 per year (starting at $286,000 in 2026 and increasing to $347,000 in 2030), as shown in Table 8.

Additionally, Raftelis recommends that the City consider the creation of a stormwater Renewal and Replacement (R&R) Fund starting in Fiscal Year 2027. Capital spending can shift from year to year, and may not be consistent. However, establishing a dedicated fund for R&R can help with this shifting of project fund by having an established balance that the Utility transfers money to annually and can offset the need for future rate increases and debt issuances by relying on reserves of the System. Starting in 2027, Raftelis recommends starting the annual transfer at 2.00% of the prior year's rate revenues and gradually increasing it to 3.50% by 2030. The goal would be to eventually get this number to around 5.00% of prior year's rate

revenues which will promote pay as you go funding and having the money already available. Additionally, this could help offset any emergency repairs caused by natural disasters or historic events that were not planned when the CIP was budgeted. These transfers would be approximately $114,000 per year (starting at $59,000 in 2027 and increasing to $165,000 in 2030), as shown in Table 8.

Conclusions and Recommendations

The City is currently experiencing challenges such as aging and damaged infrastructure, flooding, nuisance standing water, mandated nutrient reductions, and natural disasters. Additionally, the impacts of operating cost inflation, additional permit regulations, and increased capital needs as well as removing the stormwater system's reliance on the General Fund are increasing the City's overall costs to provide stormwater service. Based on the updated projected operating expenditure needs of the stormwater system and the projected funding plan for the CIP, it is estimated that existing rates will be insufficient to meet the projected expenditures of the System, as shown on Tables 10 and 11. Below is a chart showing the revenue requirements under existing rate revenues.



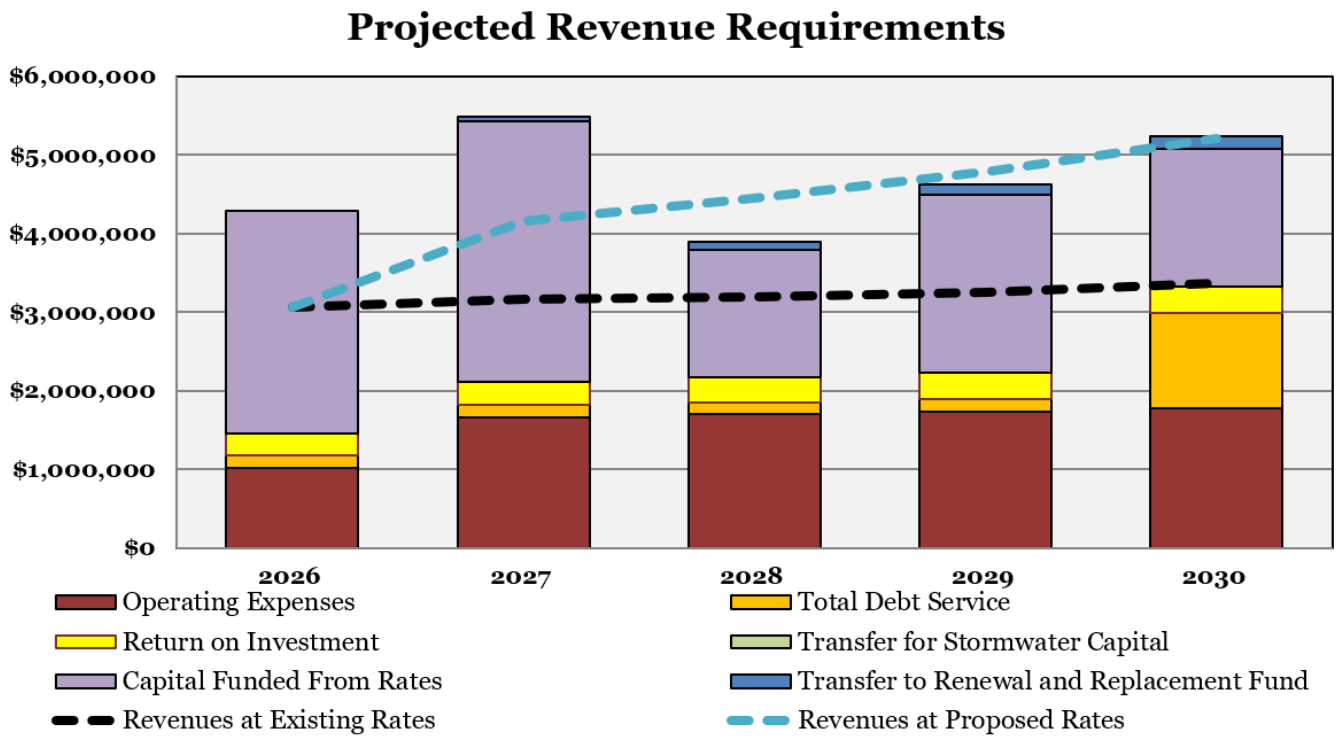
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The projected operating results set forth herein assume the adoption of the proposed rate adjustments. Below is a summary of the proposed rate adjustments, along with certain projected financial operating results.

Summary of Projected Rate Adjustments and Key Operating Results

Description	Fiscal Year Ending September 30,				
	2026	2027	2028	2029	2030
Proposed Stormwater Rate Adjustments	N/A	$6.10	$1.50	$1.50	$1.50
System Revenue Surplus/(Deficiency)	($1,226,772)	($1,328,507)	$552,547	$166,669	($22,286)
Operating Fund (Ending Balance)	$3,345,780	$2,017,273	$2,133,820	$2,300,490	$1,703,203
Days of Cash (Target of 90-120 Days of Rate Revenue)	415	181	178	178	121
Senior Lien Debt Service Coverage (Test 1.15)	13.16	15.97	17.63	19.56	2.85

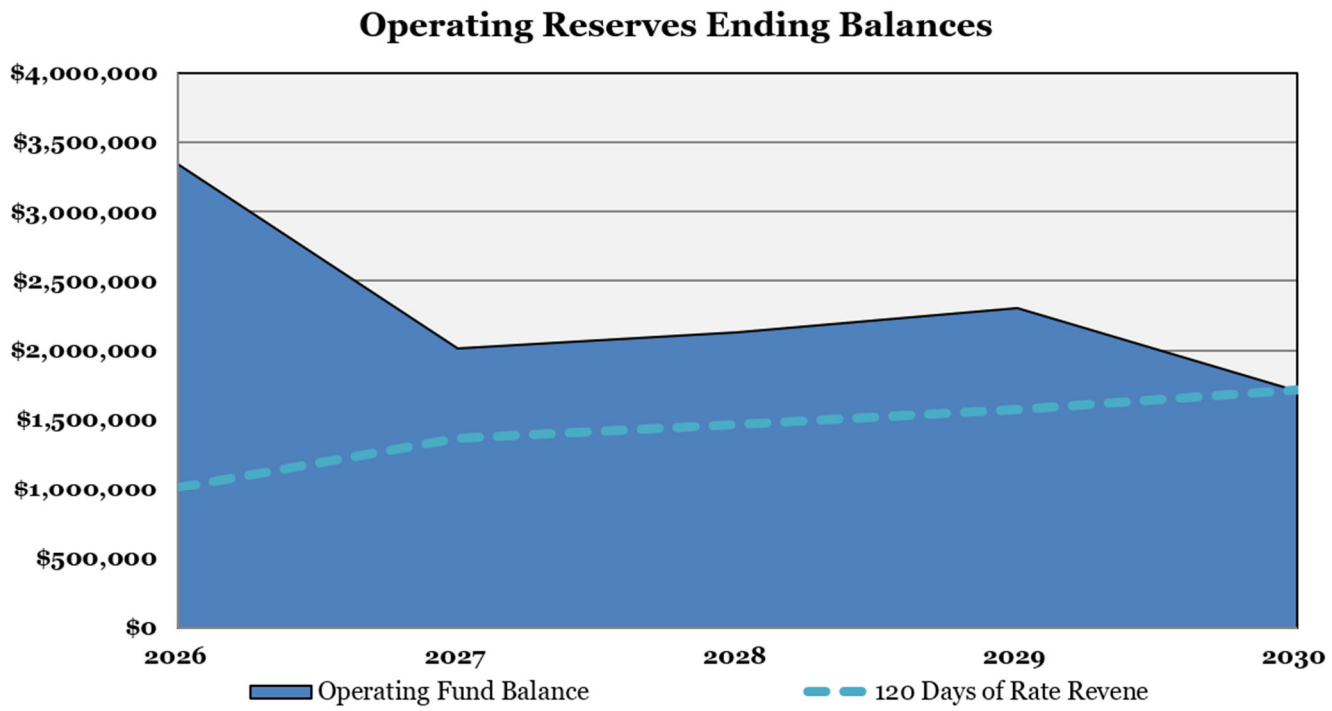
Below is a chart with the projected revenues and revenue requirements and comparing overall revenue sufficiency at existing and proposed rates.



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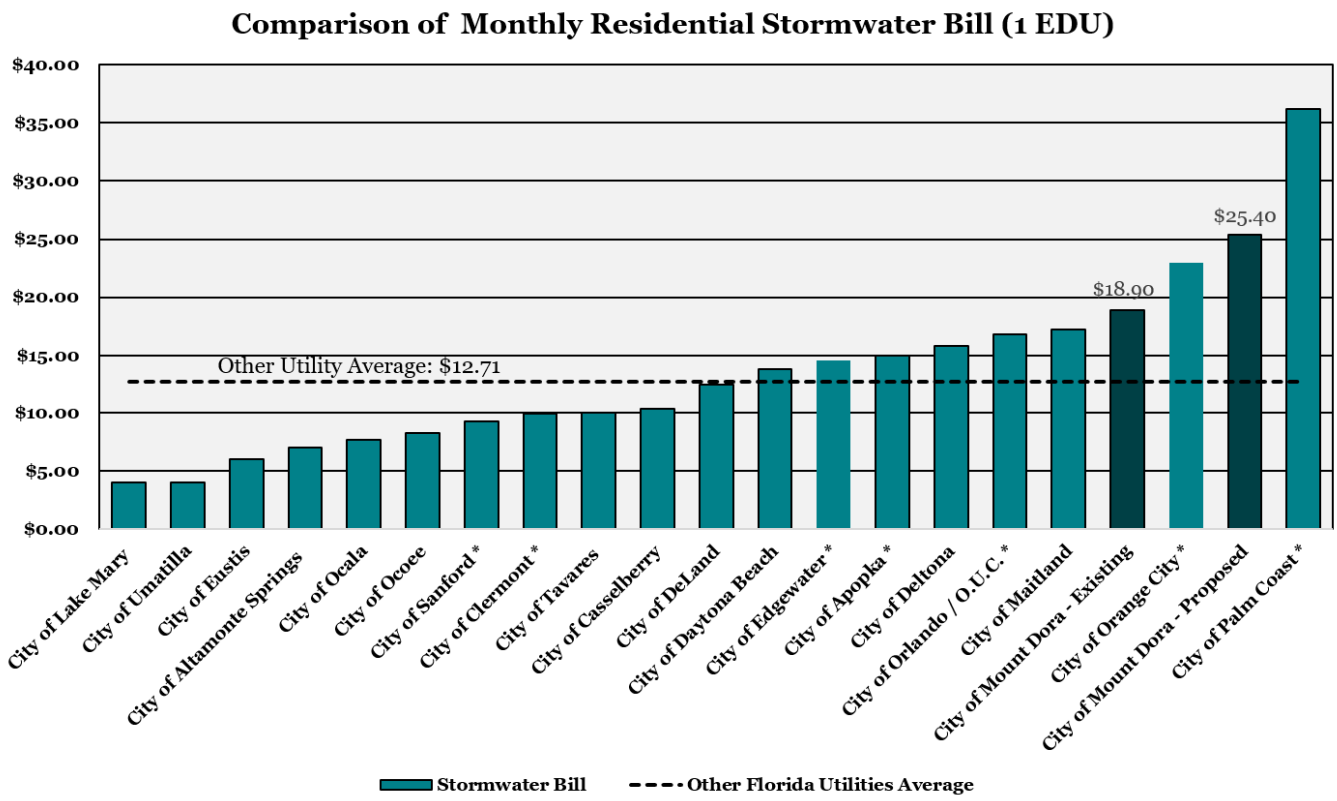
Cash Balances

For purposes of this analysis a target of 120 days of rate revenues was set to allow for unforeseen operating and capital contingencies as well as for storm events. It is projected under the proposed rate plan that the City will maintain this 120 day target throughout the forecast. Below is a graph highlighting the ending year cash balance for the Operating Fund.



Rate Comparison

As shown below and on Table 12, bills under the proposed Fiscal Year 2026 stormwater rates are above average when compared to the surveyed, neighboring utilities' average. It should be noted that many of the comparable entities below may also be implementing rate adjustments in 2027. Additionally, it should be noted that some of the rates on the comparable utilities may be different due to a variety of reasons including the fact that some of the surveyed municipalities may receive contributions from their respective general funds to help offset operating or capital expenditures which would result in a lower overall rate. The City fully funds their operations and capital program internally and does not rely on any outside contributions to keep the system whole, which results in slightly higher overall fees.



*Currently involved in a rate study or have rates adopted for Fiscal Year 2027

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Tables

ATTACHMENT #1

Table 1
City of Mount Dora, Florida
Stormwater Utility Rate Study

Summary of Historical and Projected Stormwater Accounts

Line No	Description	Test 2024	Fiscal Year Ending September 30 2025	2026	2027	2028	2029	2030
	Residential Class							
1	Account Growth [2]	N/A	138	268	335	144	114	39
2	Average Monthly Accounts	6,045	6,183	6,451	6,786	6,930	7,044	7,082
3	Average Equivalent Dwelling Units	5,793	5,931	6,199	6,534	6,678	6,792	6,830
4	Equivalent Dwelling Units (EDUs) Per Account	0.96	0.96	0.96	0.96	0.96	0.96	0.96
	Multi-Family							
5	Account Growth	N/A	0	2	3	1	1	2
6	Average Monthly Accounts	143	143	145	148	149	150	152
7	Average Equivalent Dwelling Units	1,485	1,485	1,526	1,761	1,814	1,934	2,215
8	Equivalent Dwelling Units (EDUs) Per Account	10.38	10.38	10.38	10.38	10.38	10.38	10.38
	Commercial							
9	Account Growth	N/A	0	0	0	0	0	2
10	Average Monthly Accounts	531	531	531	531	531	531	533
11	Average Equivalent Dwelling Units	4,831	4,831	4,831	4,831	4,831	4,831	4,982
12	Equivalent Dwelling Units (EDUs) Per Account	9.10	9.10	9.10	9.10	9.10	9.10	9.10
	Non-Residential - Government Authority / PA							
13	Account Growth	N/A	0	0	0	0	0	0
14	Average Monthly Accounts	21	21	21	21	21	21	21
15	Average Equivalent Dwelling Units	42	42	42	42	42	42	42
16	Equivalent Dwelling Units (EDUs) Per Account	1.97	1.97	1.97	1.97	1.97	1.97	1.97
	Summary:							
17	Account Growth	N/A	138	270	338	145	115	43
18	Total Accounts	6,740	6,878	7,148	7,486	7,631	7,746	7,788
19	Total Equivalent Dwelling Units	12,151	12,289	12,597	13,168	13,365	13,599	14,069
20	Equivalent Dwelling Units (EDUs) Per Account	1.80	1.79	1.76	1.76	1.75	1.76	1.81

Footnotes

[1] Based on customer statistics provided by staff.

[2] Customer growth assumptions based on discussions and information as provided by the City.

ATTACHMENT #1

Table 2
City of Mount Dora, Florida
Stormwater Utility Rate Study

Summary of Projected Stormwater Rate Revenues Under Existing Rates [1]

Line No.	Description	Estimated 2024 Rate	Estimated 2024 Total Annual Determinants	Estimated 2024 Calculated Revenue	Fiscal Year Ending September 30 2025 Rate	2025 Total Annual Determinants	2025 Calculated Revenue	2026 Rate	2026 Total Annual Determinants	2026 Calculated Revenue	2027 Rate	2027 Total Annual Determinants	2027 Calculated Revenue	2028 Rate	2028 Total Annual Determinants	2028 Calculated Revenue	2029 Rate	2029 Total Annual Determinants	2029 Calculated Revenue	2030 Rate	2030 Total Annual Determinants	2030 Calculated Revenue
	Residential Stormwater Service																					
1	Monthly Fee	$18.90	69,515	$1,313,830	$18.90	71,171	$1,345,128	$18.90	74,389	$1,405,945	$18.90	78,409	$1,481,934	$18.90	80,141	$1,514,661	$18.90	81,503	$1,540,403	$18.90	81,965	$1,549,135
2	Total Monthly Fee Revenue			$1,313,830			$1,345,128			$1,405,945			$1,481,934			$1,514,661			$1,540,403			$1,549,135
	Multi-Family Stormwater Service																					
3	Monthly Fee	$18.90	17,820	$336,798	$18.90	17,820	$336,798	$18.90	18,308	$346,017	$18.90	21,133	$399,417	$18.90	21,772	$411,483	$18.90	23,208	$438,631	$18.90	26,580	$502,362
4	Total Monthly Fee Revenue			$336,798			$336,798			$346,017			$399,417			$411,483			$438,631			$502,362
	Commercial Stormwater Service																					
5	Monthly Fee	$18.90	57,971	$1,095,648	$18.90	57,971	$1,095,648	$18.90	57,971	$1,095,648	$18.90	57,971	$1,095,648	$18.90	57,971	$1,095,648	$18.90	57,971	$1,095,648	$18.90	59,783	$1,129,895
6	Total Monthly Fee Revenue			$1,095,648			$1,095,648			$1,095,648			$1,095,648			$1,095,648			$1,095,648			$1,129,895
	Non-Residential Stormwater Service																					
7	Monthly Fee	$18.90	502	$9,494	$18.90	502	$9,494	$18.90	502	$9,494	$18.90	502	$9,494	$18.90	502	$9,494	$18.90	502	$9,494	$18.90	502	$9,494
8	Total Monthly Fee Revenue			$9,494			$9,494			$9,494			$9,494			$9,494			$9,494			$9,494
9	Total Commercial / Non-Residential Service			$1,105,142			$1,105,142			$1,105,142			$1,105,142			$1,105,142			$1,105,142			$1,139,389
10	Subtotal Stormwater Rate Revenue			$2,755,770			$2,787,068			$2,857,104			$2,986,493			$3,031,286			$3,084,176			$3,190,885
11	Revenue Adjustments = 3.08%			$85,011			$85,976			$88,137			$92,128			$93,510			$95,142			$98,433
12	Total Stormwater Rate Revenue			$2,840,781			$2,873,044			$2,945,241			$3,078,622			$3,124,796			$3,179,318			$3,289,319
13	Stormwater Monthly Fee			$2,755,770			$2,787,068			$2,857,104			$2,986,493			$3,031,286			$3,084,176			$3,190,885
14	Revenue Adjustments = 3.08%			85,011			85,976			88,137			92,128			93,510			95,142			98,433
15	Total			$2,840,781			$2,873,044			$2,945,241			$3,078,622			$3,124,796			$3,179,318			$3,289,319

Footnotes:
[1] Projected revenues based on projected customer EDUs as shown on Table 1 and existing rates for service.

ATTACHMENT #1

Table 3
City of Mount Dora, Florida
Stormwater Utility Rate Study

Fiscal Year 2026 Operating Budget [1]

Line No.	General Ledger Number	Description	Budget 2026	Adjustments	Adj. Budget 2026
	5370	**STORMWATER MANAGEMENT**			
		Personal Services			
1	AddPer	Additional Personnel	$0	$0	$0
2		Total Expenditures	$0	$0	$0
		Operating Expenditures			
3	440-5370-531.00-00	Professional Services	$203,186	$0	$203,186
4	440-5370-546.00-00	Repair & Maint Services	19,544	0	19,544
5	440.1540.538.46-01-sw2620	Repair & Maint Services	270,000	0	270,000
6		Total Operating Expenditures	$492,730	$0	$492,730
7		TOTAL STORMWATER MANAGEMENT	$492,730	$0	$492,730
	5555	**OTHER GENERAL GOVERNMENT**			
		Other Uses			
8	440-5555-580.00-01	Administrative Services Allocation	$424,727	$0	$424,727
9	440-5555-580.45-00	Property/Casualty/Auto Insurance Premiums	42,051	0	42,051
10	440-5555-581.04-45	Transfer to Stormwater Construction Fund	3,526,029	(3,526,029)	0
11	440-5555-581.05-00	Transfer to Fleet / Warehouse	155,729	(155,729)	0
12	440-5555-581.91-12	ROI	285,750	(285,750)	0
13	440-5555-589.10-01	Current Year Fund Balance	287,794	(287,794)	0
14		Total Other Uses	$4,722,080	($4,255,302)	$466,778
15		TOTAL OTHER GENERAL GOVERNMENT	$4,722,080	($4,255,302)	$466,778
		Other Adjustments			
16	BadDebt	Bad Debt Expense - 0.25% of Rate Revs. [3]	$0	$7,363	$7,363
17	Contingency	Operating Contingency - 5.00% of O&M [4]	0	48,344	48,344
18	Other	Other	0	0	0
19		Total Other Adjustments	$0	$55,707	$55,707
20		**Total Stormwater Expenses**	$5,214,810	($4,199,595)	$1,015,215

Footnotes:

[1] Budgeted amounts are based on Fiscal Year 2026 Adopted Operating Budget as provided by the City.

[2] Amounts are adjusted from budget as shown herein since such capital outlay expenses and debt service payments are reflected in the Capital Improvements Plan or the Revenue Requirements part of the rate model.

[4] An allowance for bad debt expense of 0.25% of rate was recognized to account for uncollectible revenues.

[5] A contingency of 5.00% of O&M was added to allow for unforeseen contingencies.

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Table 4
City of Mount Dora, Florida
Stormwater Utility Rate Study

Projected Stormwater System Operating Expenses [1]

Line No.	General Ledger Number	Description	Adjusted 2026	Escalation	Fiscal Year Ending September 30, 2027	2028	2029	2030
	5370	**STORMWATER MANAGEMENT**						
		Personal Services						
1	AddPer	Additional Personnel	$0	Labor	$378,695	$390,056	$401,758	$413,810
2		Total Expenditures	$0		$378,695	$390,056	$401,758	$413,810
		Operating Expenditures						
3	440-5370-531.00-00	Professional Services	$203,186	Professional	$211,313	$219,766	$228,557	$237,699
4	440-5370-546.00-00	Repair & Maint Services	19,544	Eliminate	0	0	0	0
5	440.1540.538.46-01-sw2620	Repair & Maint Services	270,000	Constant	500,000	500,000	500,000	500,000
6		Total Operating Expenditures	$492,730		$711,313	$719,766	$728,557	$737,699
7		TOTAL STORMWATER MANAGEMENT	$492,730		$1,090,009	$1,109,822	$1,130,314	$1,151,509
	5555	**OTHER GENERAL GOVERNMENT**						
		Other Uses						
8	440-5555-580.00-01	Administrative Services Allocation	$424,727	Labor	$437,469	$450,593	$464,111	$478,034
9	440-5555-580.45-00	Property/Casualty/Auto Insurance Premiums	42,051	General-Ins	44,154	46,361	48,679	51,113
10	440-5555-581.04-45	Transfer to Stormwater Construction Fund	0	Eliminate	0	0	0	0
11	440-5555-581.05-00	Trasnfer to Fleet / Warehouse	0	Eliminate	0	0	0	0
12	440-5555-581.91-12	ROI	0	Inflation	0	0	0	0
13	440-5555-589.10-01	Current Year Fund Balance	0	Eliminate	0	0	0	0
14		Total Other Uses	$466,778		$481,622	$496,954	$512,790	$529,147
15		TOTAL OTHER GENERAL GOVERNMENT	$466,778		$481,622	$496,954	$512,790	$529,147
		Other Adjustments						
16	BadDebt	Bad Debt Expense - 0.25% of Rate Revs. [3]	$7,363	Input	$10,181	$10,953	$11,775	$12,835
17	Contingency	Operating Contingency - 5.00% of O&M [4]	48,344	Input	79,091	80,886	82,744	84,675
18	Other	Other	0	Eliminate	0	0	0	0
19		Total Other Adjustments	$55,707		$89,271	$91,840	$94,519	$97,510
20		**Total Stormwater Expenses**	$1,015,215		$1,660,902	$1,698,616	$1,737,624	$1,778,166

Footnotes

[1] Amounts shown based on Table 3.

[2] Amounts are adjusted from budget as shown herein since such capital outlay expenses and debt service payments are reflected in the Capital Improvements Plan or the Revenue Requirements part of the rate model.

[3] A allowance for bad debt expense of 0.25% of rate was recognized to account for uncollectible revenues.

[4] A contingency of 5.00% of O&M was added to allow for unforeseen contingencies.

ATTACHMENT #1

Table 5
City of Mount Dora, Florida
Stormwater Utility Rate Study

Summary of Projected Escalation Factors

Line No.	Description	Escalation	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030
1	General Inflation (CPI) [1]	Inflation	1.0240	1.0230	1.0220	1.0220	1.0220
2	Labor [2]	Labor	1.0300	1.0300	1.0300	1.0300	1.0300
3	Professional Services [2]	Professional	1.0400	1.0400	1.0400	1.0400	1.0400
4	General Insurance [2]	General-Ins	1.0500	1.0500	1.0500	1.0500	1.0500
5	Repair & Maintenance [2]	Repair	1.0320	1.0320	1.0320	1.0320	1.0320
6	Constant	Constant	1.0000	1.0000	1.0000	1.0000	1.0000
7	Eliminate	Eliminate	0.0000	0.0000	0.0000	0.0000	0.0000

Footnotes:

[1] Projected inflation figures are based on the "The Economic Outlook 2026 - 2036" published by the Congressional Budget Office in March 2026.

[2] Based on discussions with City Staff.

ATTACHMENT #1

Table 6
City of Mount Dora, Florida
Stormwater Utility Rate Study

Capital Improvement Program Funding Plan

Line No.	Description	Escalation Factor	Funding	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	5-Year Total
	CIP Escalation Factor Alternatives								
1	No Assumed Escalation (0.0% per Year)	None		1.0000	1.0000	1.0000	1.0000	1.0000	
2	Capital Outlay (3.5% per Year)	Outlay		1.0350	1.0700	1.1100	1.1500	1.1900	
3	ENR Index Average (3.0% per Year)	ENR		1.0300	1.0600	1.0900	1.1200	1.1500	
4	Marginal Increase (1.0% per Year)	Marginal		1.0100	1.0200	1.0300	1.0400	1.0500	
5	High Increase (5.0% per Year)	High		1.0500	1.1000	1.1600	1.2200	1.2800	
	Stormwater System Capital Expenditures:								
6	Street Resurfacing and Repair - St. Andrews Country Club	ENR	Rates	$23,291	$0	$0	$0	$0	$23,291
7	Chautauqua Subdivision Canal Design and Reconstruction with Pond Expansion	ENR	Rates	412,000	0	0	0	0	412,000
8	Control Strucure and Outfall Improvements for Highlands of Mt. Dora Tract "A" Retention Pond	ENR	Rates	309,000	0	0	0	0	309,000
9	Alexander Creek Drainage Improvements: E. 5th Avenue to N. Clayton Street	ENR	Rates	0	530,000	0	0	0	530,000
10	Alexander Creek Drainage Improvements: E. 1st Avenue to S. Grandview Street	ENR	Rates	0	530,000	0	0	0	530,000
11	Storm Repairs for Donnelly	ENR	Rates	772,500	0	0	0	0	772,500
12	Retention Pond Public Works Repair	ENR	Rates	257,500	0	0	0	0	257,500
13	Stormwater Facility Maintenance, Repair, and Replacement Program	ENR	Rates	0	530,000	545,000	560,000	575,000	2,210,000
14	National Pollutant Discharge Elimination System (NPDES) Program	ENR	Rates	0	212,000	0	0	0	212,000
15	Dogwood	ENR	Rates	20,600	0	0	0	0	20,600
16	North East Area Drainage Project	ENR	JD1	0	0	0	4,480,000	0	4,480,000
17	North East Area Drainage Project	ENR	Rates	0	434,681	0	0	0	434,681
18	Dorset of Mount Dora Subdivision Drainage and Stormwater Management Facilities	ENR	JD1	0	0	1,308,000	0	0	1,308,000
19	Groundwater Table Control on Tremain between Charles and Liberty	ENR	Rates	0	0	81,750	0	0	81,750
20	Shirley Avenue and S. Clayton Street: Complaint at 171 N. Clayton Street	ENR	Rates	0	0	54,500	0	0	54,500
21	GIS Mapping	ENR	Rates	0	106,000	0	0	0	106,000
22	Country Club Park Forest Blvd Roadway replacement and drainage improvements	ENR	JD1	0	0	1,635,000	0	0	1,635,000
23	Groundwater Table Control on Country Club Blvd. between Park Forest Blvd. Intersections	ENR	Rates	0	0	119,900	0	0	119,900
24	Basin Management Action Plan (BMAP) Program	ENR	Rates	0	212,000	0	0	0	212,000
25	CMP Replacement Program	ENR	JD1	0	0	0	840,000	0	840,000
26	Underdrain Replacement Program	ENR	Rates	0	0	0	112,000	115,000	227,000
27	E. 9th Avenue at N. Simpson Street and E. 9th Avenue at N. Highland Street	ENR	Rates	0	0	54,500	0	0	54,500
28	Regrade road and curb in Gutter Depression at 820 Northside Dr.	ENR	Rates	0	0	21,800	0	0	21,800
29	E. 8th Avenue between N. Simpson Street and N. Unser Street at MDHS	ENR	Rates	0	0	0	0	172,500	172,500
30	Drainage Improvements at E. 5th Avenue and N. Rossiter St.	ENR	Rates	0	0	54,500	0	0	54,500
31	CDBG Stormwater Projects for the Northeast	ENR	JD1	0	0	1,308,000	0	0	1,308,000
32	Drainage Improvements for S. Johns St. between E. 1st Ave. and Curb Section of E. 2nd Ave.	ENR	Op Res	0	0	0	0	575,000	575,000
33	Liberty Avenue Stormwater Implement Phase I (from Liberty to tracks going Northwest)	ENR	Rates	1,009,400	0	0	0	0	1,009,400
34	Liberty Avenue Storm Sewer Installation - Railroad Crossing to Tremain	ENR	Rates	0	111,300	272,500	0	0	383,800
35	E. Ninth Avenue Outfall Improvements at 320 E. Ninth Avenue	ENR	JD2	0	0	0	0	552,000	552,000
36	N. Highland Street and Lincoln Avenue Drainage Conveyance System	ENR	Rates	0	0	0	0	5,750	5,750
37	1516 Crestview Drive Curb	ENR	Rates	0	0	0	0	5,750	5,750
38	Tremain Street and Charles Avenue Drainage Improvements	ENR	Rates	0	0	0	0	57,500	57,500
39	E. 5th Avenue between N. Tremain Street and N. Baker Street	ENR	Rates	0	0	0	0	115,000	115,000
40	W. 11th Avenue between Annie Street and N. Donnelly Street	ENR	JD2	0	0	0	0	1,725,000	1,725,000
41	W. 10th Avenue Flood Control between Helen Street and the Cottages at 11th	ENR	JD2	0	0	0	0	230,000	230,000
42	N. Highland Street at E. 11th Avenue	ENR	Rates	0	0	0	0	115,000	115,000
43	Chautauqua Drive Drainage Improvements	ENR	Rates	0	0	0	0	230,000	230,000
44	Wastewater Treatment Plant #1	ENR	Rates	0	0	54,500	0	0	54,500
45	Lakeview Avenue and S. Clayton Street	ENR	Rates	0	0	0	0	34,500	34,500
46	W. 4th Avenue at Mount Dora Yacht Club	ENR	Rates	0	0	0	0	57,500	57,500
47	Roadside Drainage Conveyance Improvement at 150 E. Pine Ave.	ENR	Rates	0	0	0	0	86,250	86,250
48	Flood Mitigation Project for 704 and 721 Pine Avenue	ENR	Op Res	0	0	436,000	0	0	436,000
49	Flood Control on N. Clayton North of 1st Avenue	ENR	JD2	0	0	0	0	230,000	230,000
50	Flood Control on E. 8th Ave. Adjacent to Mount Dora High School	ENR	JD2	0	0	0	0	115,000	115,000
51	Cobble Court Flood Control	ENR	Rates	0	0	81,750	0	0	81,750
52	Lake Franklin Flood Control	ENR	JD2	0	0	0	0	920,000	920,000
53	Lake John Lake Level Management Program	ENR	JD1	0	0	1,308,000	0	0	1,308,000
54	Outfall Repair: Overlook Drive to Lake Gertrude at 1833 Overlook Drive	ENR	Rates	0	0	0	56,000	0	56,000
55	Lake Dora Villas Outfall Inspection and Repair	ENR	Rates	0	0	10,900	0	0	10,900
56	Stormwater Lift Station Rehabilitation or Removal	ENR	Rates	0	0	0	134,400	0	134,400
57	Goat Pond Outfall: Maintenance and Erosion Control	ENR	Rates	0	0	0	112,000	0	112,000
58	Remove Sediment below Charles Street Outfall in the Mount Dora Boat Center	ENR	Rates	30,900	0	0	0	0	30,900
59	Storm Sewer Repair: Grant Avenue to E. Pine Avenue	ENR	Rates	0	0	0	1,232,000	0	1,232,000
60	Historic Whitherspoon Lodge at 1470 N. Clayton Street	ENR	JD2	0	0	0	0	575,000	575,000
61	Pine Avenue and N. Rhodes Street Drainage	ENR	Rates	0	127,200	0	0	0	127,200
62	Jefferson Drive Subdivision Drainage	ENR	Rates	0	0	218,000	0	0	218,000
63	Drainage along E. Lincoln Avenue	ENR	JD2	0	0	0	0	1,150,000	1,150,000
64	E. 11th Avenue and N. Unser Street Drainage	ENR	Rates	0	0	0	0	115,000	115,000
65	Capital Outlay - Vehicles / Equipment / Other	ENR	Rates	$0	$514,100	$54,500	$56,000	$57,500	$682,100
66	**Total Stormwater System Capital Expenditures**			$2,835,191	$3,307,281	$7,619,100	$7,582,400	$7,814,250	$29,158,222
	Funding Source Summary								
67	Operating Reserves		Op Res	$0	$0	$436,000	$0	$575,000	$1,011,000
68	Stormwater Rate Revenue		Rates	2,835,191	3,307,281	1,624,100	2,262,400	1,742,250	11,771,222
69	New Subordinate Lien Debt 1		JD1	0	0	5,559,000	5,320,000	0	10,879,000
70	New Subordinate Lien Debt 2		JD2	0	0	0	0	5,497,000	5,497,000
71	**Total Funding Sources**			$2,835,191	$3,307,281	$7,619,100	$7,582,400	$7,814,250	$29,158,222

Footnotes:
[1] Amounts as provided by City Staff.

ATTACHMENT #1

Table 7
City of Mount Dora, Florida
Stormwater Utility Rate Study

Summary of Debt Service Payments

Line No.	Description	Fiscal Year Ending September 30th, 2026	2027	2028	2029	2030
	STORMWATER SYSTEM					
	Existing Debt:					
1	Capital Improvement Revenue Bonds, Series 2018 (Stormwater Allocation)	$76,362	$76,791	$76,615	$76,395	$76,670
2	Capital Improvement Bonds, Series 2024 (Total Amount)	79,437	79,341	79,362	79,382	79,398
3	Total Existing Debt Payments	$155,799	$156,132	$155,977	$155,777	$156,068
	Proposed Junior Lien Debt:					
4	New Subordinate Lien Debt 1	$0	$0	$0	$0	$692,906
5	New Subordinate Lien Debt 2	0	0	0	0	355,494
6	Total Proposed Junior Lien Debt Service Payments	$0	$0	$0	$0	$1,048,399
7	Total Stormwater Debt Service Payments	$155,799	$156,132	$155,977	$155,777	$1,204,467

ATTACHMENT #1
Table 8
City of Mount Dora, Florida
Stormwater Utility Rate Study

Projection of Return on Investment Transfers to General Fund and Renewal and Replacement Deposits

Line No.	Description	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030
	Return on Investment - Stormwater					
1	Return on Investment Escalator		5.00%	5.00%	5.00%	5.00%
2	Return on Investment - Stormwater [1]	$285,750	$300,038	$315,039	$330,791	$347,331
3	Total Return on Investment	$285,750	$300,038	$315,039	$330,791	$347,331
	Renewal and Replacement Transfer					
4	Prior Year	2025	2026	2027	2028	2029
5	Prior Year Rate Revenues	$2,873,044	$2,945,241	$4,072,251	$4,381,328	$4,710,100
	Annual Funding Transfer:					
6	R&R Transfer (% of Revenues)	0.00%	2.00%	2.50%	3.00%	3.50%
7	Annual Transfer	$0	$58,905	$101,806	$131,440	$164,854
8	Subtotal Transfer	$0	$58,905	$101,806	$131,440	$164,854
9	Renewal and Replacement Transfers	$0	$58,905	$101,806	$131,440	$164,854
10	Total Transfers	$285,750	$358,942	$416,846	$462,231	$512,184

Footnotes:

[1] Amounts reflect fund transfers budgeted in the Fiscal Year 2026 Operating Budget.

ATTACHMENT #1

Table 9
City of Mount Dora, Florida
Stormwater Utility Rate Study

Projection of Ending Cash Balances and Interest Income

Line No.	Description	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030
	Year End Cash Balances Roll-Up					
1	Operating/General Revenue Account (440)	$3,345,780	$2,017,273	$2,133,820	$2,300,490	$1,703,203
2	Renewal and Replacement Fund	0	59,788	164,915	303,274	479,699
3	Total Ending Cash Balance	$3,345,780	$2,077,061	$2,298,736	$2,603,764	$2,182,902
	Operating/General Revenue Account (440)					
4	Beginning Balance	$4,572,552	$3,345,780	$2,017,273	$2,133,820	$2,300,490
5	Transfer In - Stormwater Revenue	2,945,241	4,072,251	4,381,328	4,710,100	5,134,122
6	Transfer In - R&R Fund	0	0	0	0	0
7	Transfer In - Stormwater Capital Fund	0	0	0	0	0
8	Transfer In - Existing Construction Fund	0	0	0	0	0
9	Transfer In - Debt Service Reserve	0	0	0	0	0
10	Transfers In - Transfer from Water & Sewer Fund / Gen Fund	0	0	0	0	0
11	Transfers Out - Revenue Requirements	4,172,013	5,400,758	3,828,781	4,543,431	5,156,409
12	Transfers Out - Capital Improvements	0	0	436,000	0	575,000
13	Transfers Out - R&R Fund	0	0	0	0	0
14	Transfers Out - Stormwater Capital Fund	0	0	0	0	0
15	Transfers Out - General Construction Fund	0	0	0	0	0
16	Transfers Out - Existing Construction Fund	0	0	0	0	0
17	Transfers In (Out)	0	0	0	0	0
18	Interest Rate	3.00%	3.00%	3.00%	3.00%	3.00%
19	Interest Income	118,775	80,446	62,266	66,515	60,055
20	Recognition of Interest Earnings in Revenue Requirements	118,775	80,446	62,266	66,515	60,055
21	Ending Balance	3,345,780	2,017,273	2,133,820	2,300,490	1,703,203
22	Target Days of Available Cash: 90 Days of Revenue	726,224	1,004,117	1,080,328	1,161,395	1,265,948
23	Calculated Days of Available Cash (Revenue)	415	181	178	178	121
	Renewal and Replacement Fund					
24	Beginning Balance [1]	$0	$0	$59,788	$164,915	$303,274
25	Transfers In - Operating Reserves	0	0	0	0	0
26	Transfers In - Renewal and Replacement Fund Transfer	0	58,905	101,806	131,440	164,854
27	Transfers Out - Operating Reserves	0	0	0	0	0
28	Transfers Out - Capital Improvements	0	0	0	0	0
29	Interest Rate	3.00%	3.00%	3.00%	3.00%	3.00%
30	Interest Income	0	884	3,321	6,919	11,571
31	Recognition of Interest Earnings in Revenue Requirements	0	0	0	0	0
32	Ending Balance	0	59,788	164,915	303,274	479,699

ATTACHMENT #1

Table 9
City of Mount Dora, Florida
Stormwater Utility Rate Study

Projection of Ending Cash Balances and Interest Income

Line No.	Description	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030
	Debt Service Sinking Fund					
	Annual Sinking Fund Deposit					
33	Total Debt Service	$155,799	$156,132	$155,977	$155,777	$1,204,467
34	Average Balance (25% of annual debt service)	38,900	39,000	39,000	38,900	301,100
35	Interest Rate	3.00%	3.00%	3.00%	3.00%	3.00%
36	Interest Income	1,167	1,170	1,170	1,167	9,033
	Recognition of Interest Earnings					
37	in Revenue Requirements	1,167	1,170	1,170	1,167	9,033
38	Ending Balance	116,899	117,132	116,977	116,877	903,367
39	**Total Unrestricted Interest Income**	$119,942	$82,499	$66,757	$74,601	$80,659

ATTACHMENT #1

Table 10
City of Mount Dora, Florida
Stormwater Utility Rate Study

Projected Stormwater System Revenue Requirements

Line No.	Description	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030
1	Operating Expenses [1]	$1,015,215	$1,660,902	$1,698,616	$1,737,624	$1,778,166
	Existing Debt Service [2]					
2	Capital Improvement Revenue Bonds, Series 2018 (Stormwater Allocation)	$76,362	$76,791	$76,615	$76,395	$76,670
3	Capital Improvement Bonds, Series 2024 (Stormwater Allocation)	79,437	79,341	79,362	79,382	79,398
4	Total Existing Debt	$155,799	$156,132	$155,977	$155,777	$156,068
	Proposed Debt Service [3]					
5	New Subordinate Lien Debt 1	0	0	0	0	692,906
6	New Subordinate Lien Debt 2	0	0	0	0	355,494
7	Total Proposed Debt	$0	$0	$0	$0	$1,048,399
8	Total Debt Service	$155,799	$156,132	$155,977	$155,777	$1,204,467
	Other Revenue Requirements					
9	Transfer to Operating Reserves	$0	$0	$0	$0	$0
10	Direct Allocation to General Fund	0	0	0	0	0
11	Return on Investment [4]	285,750	300,038	315,039	330,791	347,331
12	Transfer to Stormwater Construction Fund (445)	0	0	0	0	0
13	Transfer to Renewal and Replacement Fund	0	58,905	101,806	131,440	164,854
14	Capital Funded from Rates [5]	2,835,191	3,307,281	1,624,100	2,262,400	1,742,250
15	Total Other Revenue Requirements	$3,120,941	$3,666,223	$2,040,946	$2,724,631	$2,254,434
16	Gross Revenue Requirements	$4,291,955	$5,483,257	$3,895,538	$4,618,032	$5,237,068
	Less Income and Funds from Other Sources					
17	Other Operating Revenue	$0	$0	$0	$0	$0
18	Uses of Reserves	0	0	0	0	0
19	Unrestricted Interest Income [6]	119,942	82,499	66,757	74,601	80,659
20	**Net Revenue Requirements**	**$4,172,013**	**$5,400,758**	**$3,828,781**	**$4,543,431**	**$5,156,409**
	Revenue from Rates					
	Revenue from Rates					
21	Stormwater Rate Revenue - Existing Rates	$2,945,241	$3,078,622	$3,124,796	$3,179,318	$3,289,319
22	Prior Year Rate Adjustments	0	0	1,008,532	1,278,456	1,583,746
23	Total Rate Revenue Before Current Year Adjustment	$2,945,241	$3,078,622	$4,133,329	$4,457,774	$4,873,065
	Current Year Rate Adjustments					
24	Current Year Rate Adjustments	0.0%	32.3%	6.0%	5.7%	5.4%
25	Effective Month	October	October	October	October	October
26	% of Current Year Effective	100.0%	100.0%	100.0%	100.0%	100.0%
27	Revenue From Current Year Rate Adjustments	$0	$993,629	$248,000	$252,327	$261,057
28	**Total Revenue from Rates**	**$2,945,241**	**$4,072,251**	**$4,381,328**	**$4,710,100**	**$5,134,122**
29	**Revenue Surplus/(Deficiency) [7]**	($1,226,772)	($1,328,507)	$552,547	$166,669	($22,286)
30	**Percentage Revenue Surplus/(Deficiency)**	-41.7%	-32.6%	12.6%	3.5%	-0.4%

Footnotes:

[1] Amounts shown based on Table 4.
[2] Payment amounts shown were based on debt service schedules provided by City Staff.
[3] Amounts shown represent payments on proposed loans utilized in the funding of the CIP.
[4] Amount shown is a transfer to the City's General Fund for a Rate of Return and is approximately 3.94% of rate revenues.
[5] Amounts based on the proposed capital funding plan.
[6] Interest income is estimated on earnings on projected fund balances from unrestricted reserves.
[7] The forecast assumes that any deficiencies will be funded from available operating reserves.

ATTACHMENT #1

Table 11
City of Mount Dora, Florida
Stormwater Utility Rate Study

Projection of Debt Service Coverage Compliance

Line No.	Description		Fiscal Year Ending September 30 2026	2027	2028	2029	2030
	Gross Revenues						
	Stormwater Revenues						
1	Revenues from Existing Rates	[1]	$2,945,241	$3,078,622	$3,124,796	$3,179,318	$3,289,319
2	Revenues from Proposed Rate Adjustments	[2]	0	993,629	1,256,532	1,530,783	1,844,803
3	Total Rate Revenues		$2,945,241	$4,072,251	$4,381,328	$4,710,100	$5,134,122
4	Other Operating Revenue		0	0	0	0	0
5	Unrestricted Interest Income	[3]	119,942	82,499	66,757	74,601	80,659
6	Total System Gross Revenues		$3,065,183	$4,154,750	$4,448,085	$4,784,701	$5,214,782
7	Operation and Maintenance Expenses		$1,015,215	$1,660,902	$1,698,616	$1,737,624	$1,778,166
8	Net Revenues		$2,049,968	$2,493,848	$2,749,470	$3,047,078	$3,436,615
	Subordinate Lien Coverage						
9	Net Revenues		$2,049,968	$2,493,848	$2,749,470	$3,047,078	$3,436,615
10	Less Senior Lien Debt Service (Inc. Coverage)		0	0	0	0	0
11	Net Revenues less Senior Lien Debt Service		$2,049,968	$2,493,848	$2,749,470	$3,047,078	$3,436,615
	Subordinate Debt Service:						
	Existing Debt Service						
12	Capital Improvement Revenue Bonds, Series 2018 (Stormwater Allocation)		$76,362	$76,791	$76,615	$76,395	$76,670
13	General Fund Internal Loan		79,437	79,341	79,362	79,382	79,398
	Proposed Debt Service						
14	Additional Subordinate Lien Debt 1		$0	$0	$0	$0	$692,906
15	Additional Subordinate Lien Debt 2		0	0	0	0	355,494
16	Annual Debt Service - Subordinate Lien Debt		$155,799	$156,132	$155,977	$155,777	$1,204,467
17	Coverage Ratio - Calculated		13.16	15.97	17.63	19.56	2.85
18	Coverage Ratio - Required		1.15	1.15	1.15	1.15	1.15
19	Net Revenues less Senior & Junior Lien Debt Service		$1,894,169	$2,337,716	$2,593,493	$2,891,301	$2,232,148
	All-In Debt Service Coverage						
20	Combined All-In Debt Service Payments		$155,799	$156,132	$155,977	$155,777	$1,204,467
21	Coverage Ratio - Calculated		13.16	15.97	17.63	19.56	2.85
22	Coverage Ratio - Target		1.50	1.50	1.50	1.50	1.50
	Other Uses / (Sources) of Funds						
23	Return on Investment	[4]	$285,750	$300,038	$315,039	$330,791	$347,331
24	Transfer to Renewal and Replacement Fund		0	58,905	101,806	131,440	164,854
25	Transfer to Stormwater Construction Fund (445)		0	0	0	0	0
26	Capital Funded from Rates		2,835,191	3,307,281	1,624,100	2,262,400	1,742,250
27	Net transfer from / (to) Reserves		0	0	0	0	0
28	Net Transfer to (from) Reserves		($1,226,772)	($1,328,507)	$552,547	$166,669	($22,286)

ATTACHMENT #1

Table 11
City of Mount Dora, Florida
Stormwater Utility Rate Study

Projection of Debt Service Coverage Compliance

Footnotes:

[1] Projected revenue from rates reflects existing rates effective October 1, 2025.

[2] Revenue from rate adjustments reflect the following projected rate increases effective October 1st of each year.

Fiscal Year	2025	2026	2027	2028	2029	2030
Rate Adjustment	0.00%	0.00%	32.28%	6.00%	5.66%	5.36%

[3] Amounts shown only reflect earnings from funds and accounts established by the City that are considered unrestricted (earnings not required to be retained in such funds and accounts and are available as a component of Net Revenues)

[4] Amounts shown represent a transfer to the City's General fund for Return on Investment.

ATTACHMENT #1

Table 12
City of Mount Dora, Florida
Stormwater Utility Rate Study

Comparison of Monthly Residential Stormwater Rates [1]

Line No.	Description	Monthly Stormwater Rate per ERU	Impervious Surface per ERU
	City of Mount Dora, Florida		
1	Existing Rates	$18.90	2,500
2	Proposed Rates - 2027	$25.00	2,500
	Other Florida Utilities		
3	City of Altamonte Springs	$7.00	2,492
4	City of Apopka [2]	15.00	2,634
5	City of Casselberry	10.35	2,304
6	City of Clermont [2]	9.94	3,154
7	City of Daytona Beach	13.79	1,661
8	City of DeLand	12.52	3,100
9	City of Deltona	15.83	3,484
10	City of Edgewater [2]	14.58	2,027
11	City of Eustis	6.00	2,187
12	City of Lake Mary	4.00	4,576
13	City of Maitland	17.22	2,994
14	City of Ocala	7.65	1,948
15	City of Ocoee	8.25	2,054
16	City of Orange City [2]	23.00	500
17	City of Orlando / O.U.C. [2]	16.86	2,000
18	City of Palm Coast [2]	36.16	3,682
19	City of Sanford [2]	9.27	2,126
20	City of Tavares	10.00	3,500
21	City of Umatilla	4.00	3,000
22	Other Utilities' Average	$12.71	2,601
23	Minimum	4.00	500
24	Maximum	36.16	4,576

Footnotes:

[1] Unless otherwise noted, amounts shown reflect rates in effect June 2026 and are exclusive of taxes or franchise fees, if any. All rates are as reported by the respective local government.

[2] Currently involved in a rate study or has rates adopted for the coming Fiscal Year.

ATTACHMENT #1

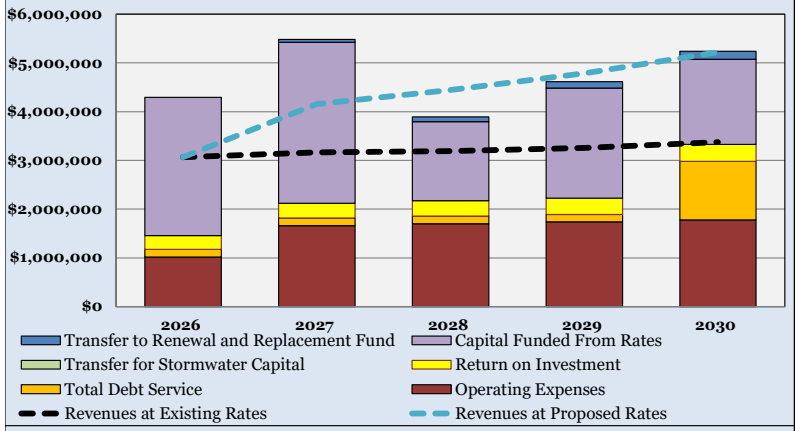
Appendix 1
City of Mount Dora, Florida
Stormwater Utility Rate Study

Stormwater System Financial Dashboards and Performance Metrics

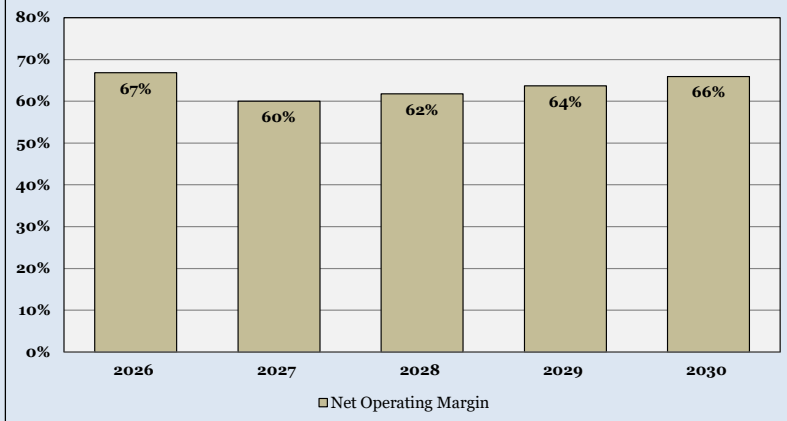
Description	2026	2027	2028	2029	2030
Recognized Revenue Adjustments:					
Total Bill $ Increase	$0.00	$6.10	$1.50	$1.50	$1.50
Effective Month of Increase	October	October	October	October	October
Combined Adjustment	0.00%	32.28%	6.00%	5.66%	5.36%
Cumulative Adjustment	0.00%	32.28%	40.21%	48.15%	56.08%

Description	2026	2027	2028	2029	2030
System Surplus / (Deficiency)	($1,226,772)	($1,328,507)	$552,547	$166,669	($22,286)
Percent of Rate Revenues	-41.65%	-32.62%	12.61%	3.54%	-0.43%
Average Residential Bill:					
Stormwater Monthly Fee	$18.90	$25.00	$26.50	$28.00	$29.50
Monthly Increase - Total	$0.00	$6.10	$1.50	$1.50	$1.50

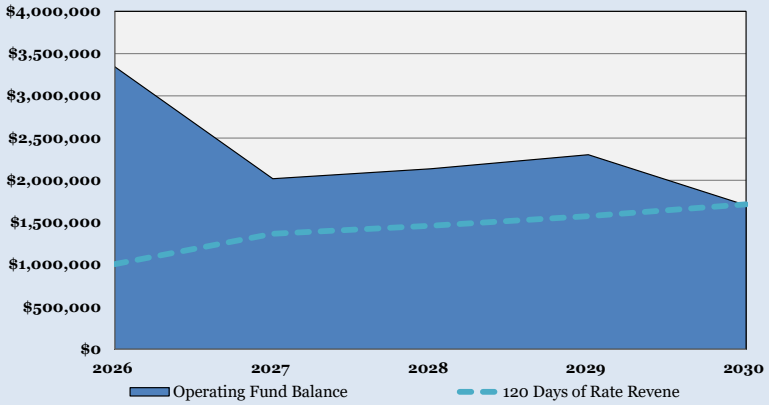
1) Projected Stormwater Revenue Requirements



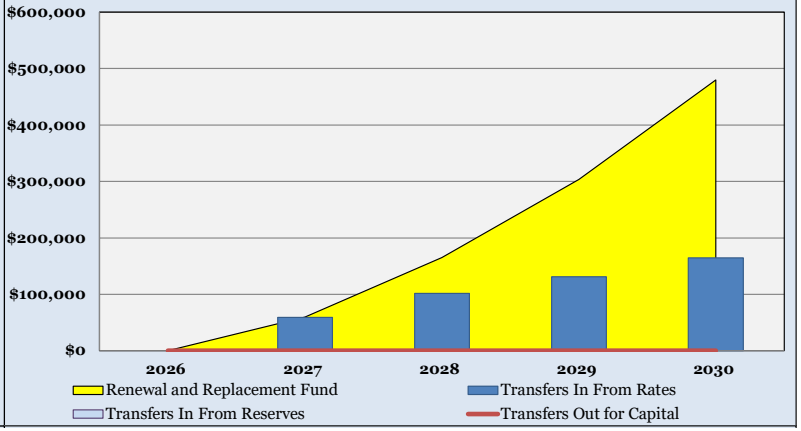
2) Net Revenue Margin



3) Operating Reserves Ending Balances



4) Renewal and Replacement Fund Ending Balance



ATTACHMENT #1

Appendix 1
City of Mount Dora, Florida
Stormwater Utility Rate Study

CITY OF MOUNT DORA

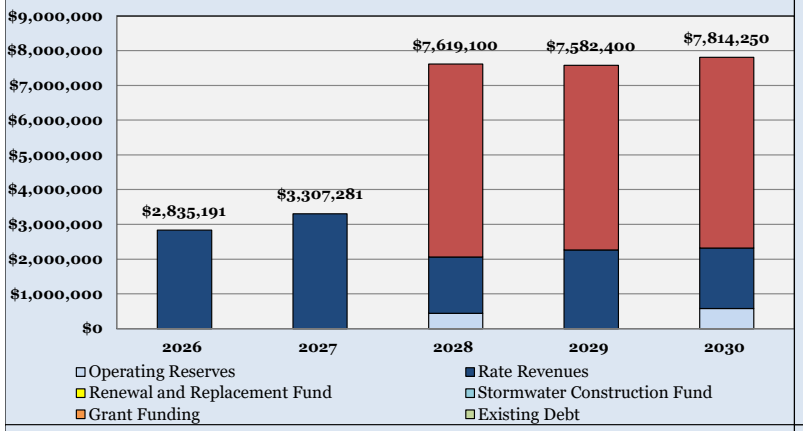
RAFTELIS

Stormwater System Financial Dashboards and Performance Metrics

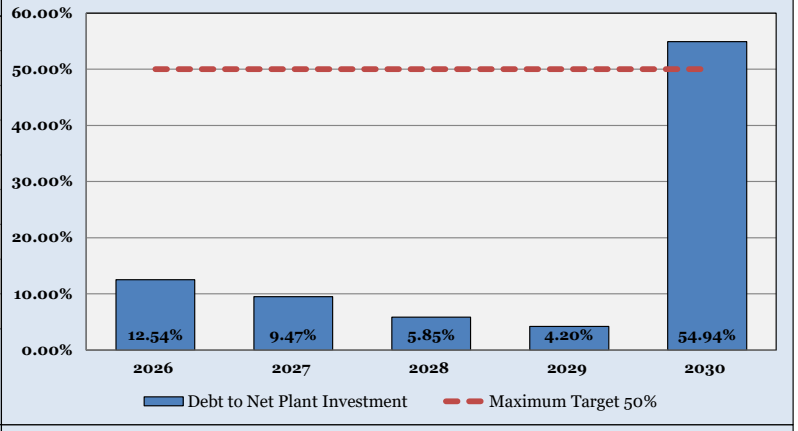
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Cumulative Adjustment	0.00%	32.28%	40.21%	48.15%	56.08%

Description	2026	2027	2028	2029	2030
System Surplus / (Deficiency)	($1,226,772)	($1,328,507)	$552,547	$166,669	($22,286)
Percent of Rate Revenues	-41.65%	-32.62%	12.61%	3.54%	-0.43%
Average Residential Bill:					
Stormwater Monthly Fee	$18.90	$25.00	$26.50	$28.00	$29.50
Monthly Increase - Total	$0.00	$6.10	$1.50	$1.50	$1.50

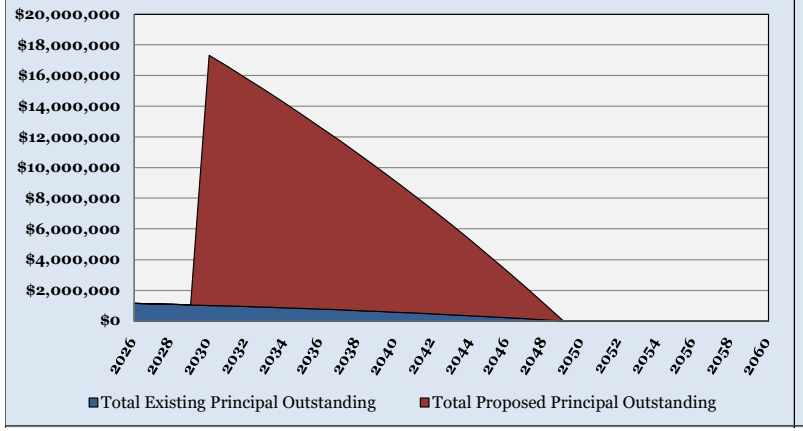
5) Capital Improvement Program Funding Plan



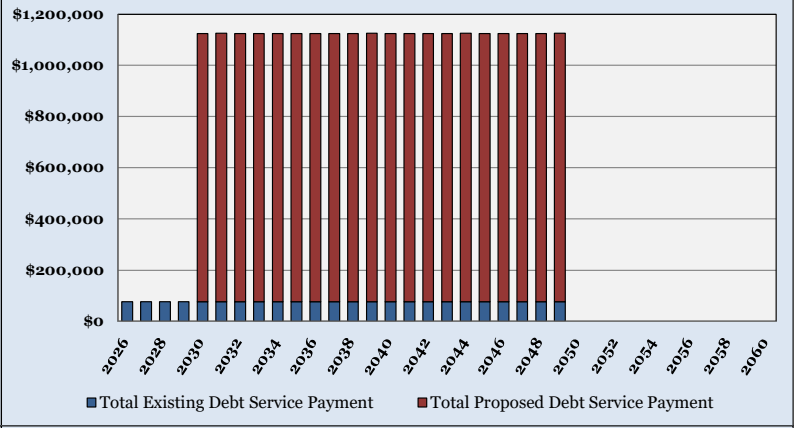
6) Debt to Net Plant Investment



7) Ending Principal Balance Outstanding



8) Total Annual Debt Service Payments



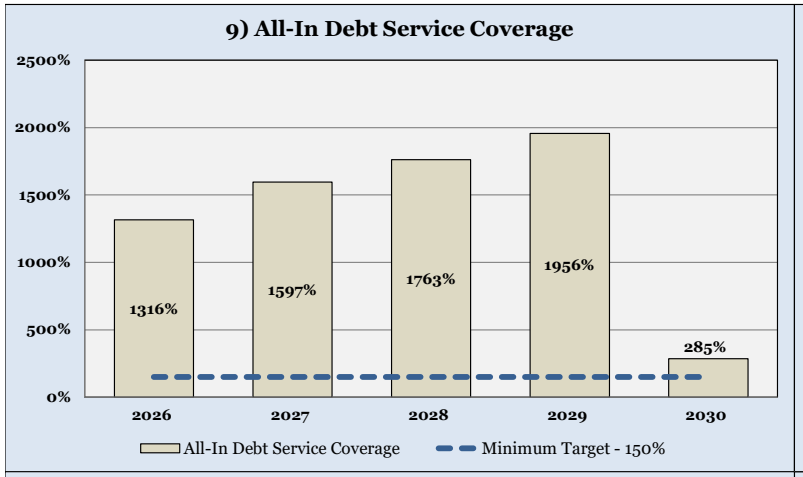
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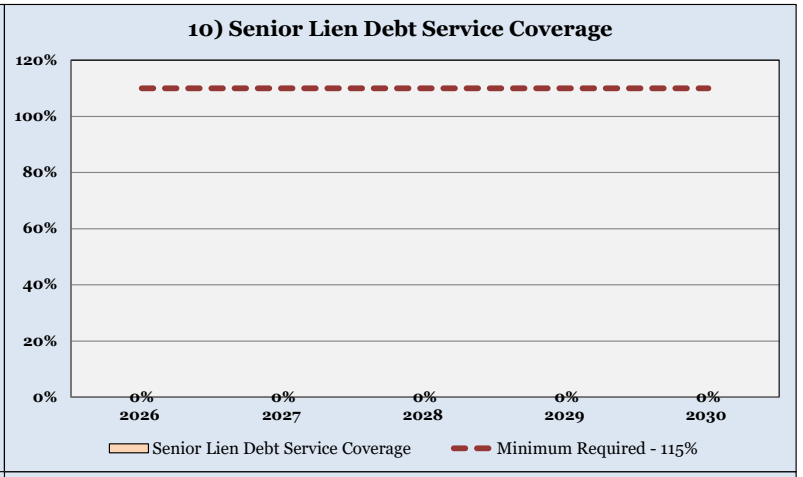
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City of Mount Dora, Florida
Stormwater Utility Rate Study

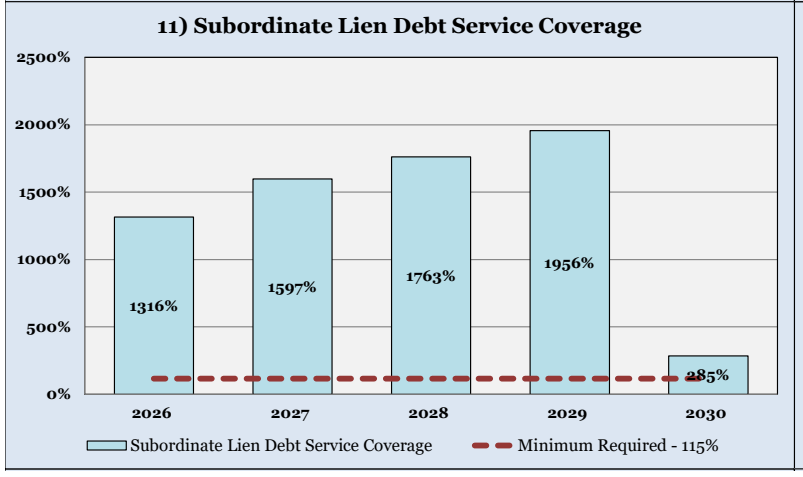
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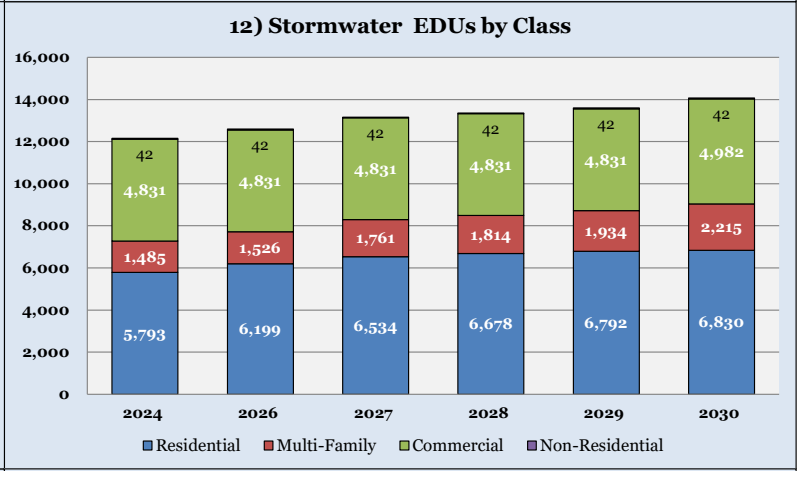
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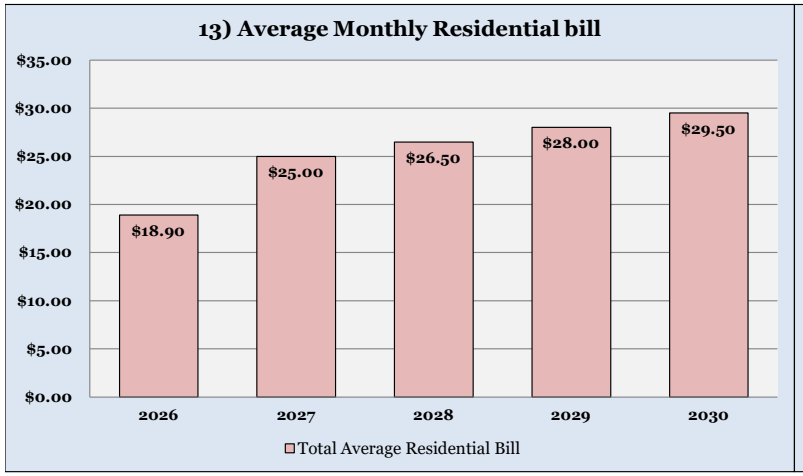
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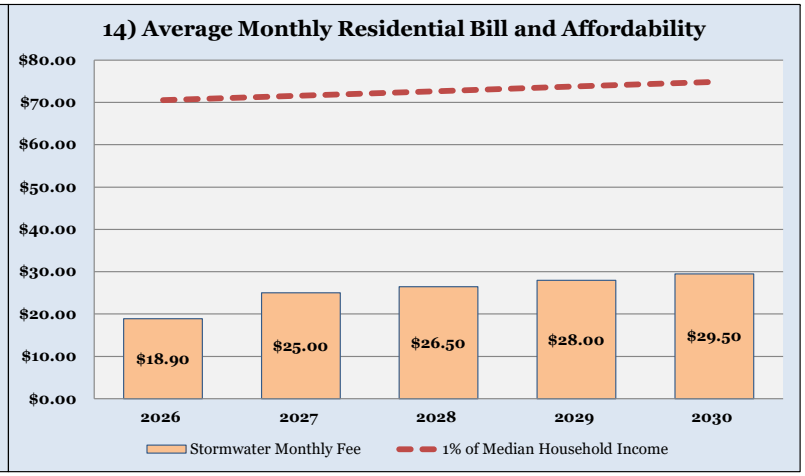
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Stormwater Utility Rate Study

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Stormwater Monthly Fee	$18.90	$25.00	$26.50	$28.00	$29.50
Monthly Increase - Total	$0.00	$6.10	$1.50	$1.50	$1.50





ATTACHMENT #2

City of Mount Dora, Florida

Summary of Existing and Projected Stormwater Rates

Line No	Description	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030
1	Contributing Area of a Single Family Unit (SFU) in Square Feet	2,500	2,500	2,500	2,500	2,500
	Residential Monthly Charge:					
2	Per Single Family Unit (SFU)	$18.90	$25.00	$26.50	$28.00	$29.50
	Residential Multi-Family Monthly Charge:					
3	Per Equivalent Single Family Unit (ESFU)	$18.90	$25.00	$26.50	$28.00	$29.50
	Commercial Monthly Charge:					
4	Per Equivalent Single Family Unit (ESFU)	$18.90	$25.00	$26.50	$28.00	$29.50
	Non-Residential Monthly Charge:					
5	Per Equivalent Single Family Unit (ESFU)	$18.90	$25.00	$26.50	$28.00	$29.50

RESOLUTION NO. 2026-24

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PROVIDING FOR AMENDMENT TO THE STORMWATER DRAINAGE UTILITY FEE RATE BY ESTABLISHING A FIVE-YEAR STORMATER DRAINAGE UTILITY FEE SCHEDULE; PROVIDING FOR FINDINGS AND INTENT; PROVIDING FOR CITY EXEMPTION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora operates public utility systems and provides essential services to residents, businesses, and other customers; and

WHEREAS, to the extent possible and reasonable, City utility services and other services are supported by fees and charges in order to provide flexibility in the use of general City taxes to provide for a broader public benefit; and

WHEREAS, the City of Mount Dora has enacted various codes and ordinances which provide for the creation and maintenance of utility services and other services, the nature of which require funding, at least in part, by user fees; and

WHEREAS, it is fiscally prudent and appropriate for the City, from time-to-time, to establish the reasonable fees and charges for administering the utility services and other services provided by the City; and

WHEREAS, Sec. 44-420 of the City's Code of Ordinances states that stormwater drainage utility fees shall be set by City Council via resolution; and

WHEREAS, the City last set its stormwater drainage utility fee (stormwater fee) via Resolution No. 2025-44; and

WHEREAS, the City engaged Raftelis Financial Consultants, Inc. ("Raftelis") to undertake and provide a study regarding City stormwater fees for the five (5) fiscal year period of October 1, 2025, through September 30, 2030; and

WHEREAS, Raftelis provided to the City its City of Mount Dora Stormwater Utility Rate Study Final Report dated August 4, 2026 (the "Rate Study") and recommended stormwater fee rate adjustments for Fiscal Years 2027 through 2030; and

WHEREAS, the City has determined that the City's stormwater fee shall be modified as in accordance with the Rate Study as set forth herein; and

WHEREAS, the City finds that all conditions precedent and notices required by Florida law which are necessary to accomplish the actions taken herein have been appropriately implemented.

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. Amendment to Stormwater Fee. The City's monthly stormwater fee is hereby amended in accordance with the schedule set forth in **Exhibit "A."** The City's Master Fee Schedule may be updated to reflect same. The City and the departments thereof shall be exempt from the payment of any applicable fees adopted hereunder, excluding any applicable fees as required by Florida law.

SECTION 3. Savings Clause. All prior actions of the City of Mount Dora pertaining to the adoption of the Fee Schedules for fees collected by the City, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 5. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 7. Effective Date. This Resolution shall take effect immediately.

PASSED AND ADOPTED this _____ day of _____ 2026.

_____
James Homich, Mayor

ATTEST:

_____
Jeanann Hand, City Clerk

For the use and reliance of City of Mount Dora only.

_____
Patrick Brackins, City Attorney

Exhibit "A"

Stormwater fee – monthly

Current: $18.90

FY 2027, Effective October 1, 2026: $25.00

FY 2028, Effective October 1, 2027: $26.50

FY 2029, Effective October 1, 2028: $28.00

FY, 2030 Effective October 1, 2029: $29.50

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

DATE: **August 18, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Informational — Purchasing Division Report on Emergency Purchases

Introduction:

This is an informational item to provide the City Council with a report of emergency purchases processed by the Purchasing Division pursuant to Section 3.4-1.I. of the City of Mount Dora Purchasing Policy, adopted under Resolution No. 2021-107. No City Council action is requested.

Discussion:

The report summarizes emergency repairs and related professional services required to address urgent roadway, drainage, stormwater, potable water, and reclaimed water infrastructure needs. The amounts shown below identify expenditures paid, and remaining encumbrances recorded by the Purchasing Division as of the date of this memorandum.

Description	Vendor	Amount Encumbered	Amount Spent
Donnelly St. Emergency Repair	Multiple	$903,686.91	$329,545.21
Thrill Hill Emergency Repairs	Cathcart Construction Company	$0	$91,125
Chautuaqua Subdivision Canal Dredge	Kimley-Horn & Associates	$720	$91,565
Chautuaqua Subdivision Stormwater Pond Repair	Kimley-Horn & Associates	$0	$52,016.15
Susazan Court (Lake Johns) Drainage Pipe Repair	Absolute Line Technologies	$0	$17,500

Potable 16" pipe relocation & expansion	Cathcart Construction Company	$48,891.60	$1,104,848.90
Reclaim 16" pipe relocation & expansion	Cathcart Construction Company	$48,891.60	$1,104,848.90
Temporary Reclaim Pipe	Cathcart Construction Company	$249,337	$249,337
George Court - Highlands of Mount Dora	Kimley-Horn & Associates	$0	$34,212
Dogwood Mountain Basin	Kimley-Horn & Associates	$25,885	$73,225
Donnelly St. Underdrain	Cathcart Construction Company	$230,293	$0
Total:		**$1,292,580.11**	**$3,148,223.16**

Budget Impact:
The report identifies $3,148,223.16 in expenditures and $1,292,580.11 in remaining encumbrances. Budget and funding details for each purchase are provided in the attached supporting documentation.

Strategic Impact:
Strategic Initiative 3: Strengthen and Expand Mount Dora's Infrastructure

Goal 7 - Develop new infrastructure to support sustainable growth management.
Objective 7.2 - Focus on strategies and infrastructure to improve public health, safety, and welfare within the City.

Goal 8 - Ensure that utility and public works infrastructure is properly maintained to meet established safety and minimum level of maintenance standards.
Objective 8.5 - Implement water and wastewater maintenance programs to reduce operating costs and ensure reliable service.
Objective 8.6 - Perform NPDES-required inspections, monitoring, and repairs on the stormwater system.

These emergency purchases support the timely repair and maintenance of critical roadway, drainage, stormwater, potable water, and reclaimed water infrastructure; protect public health, safety, and welfare; and help maintain reliable essential services.

Recommendation:
This item is informational only. No City Council action is requested.

Attachment(s):
1. Donnelly St. Emergency Repair - Yardstop 2461060

2. Donnelly St. Emergency Repair - Yardstop CG061526B
3. Donnelly St. Emergency Repair - Yardstop CG050626CM
4. Chautauqua KIMLEY HORN - 36385908
5. Chautauqua - KIMLEY -HORN - 148969021-0426
6. Chautauqua - KIMLEY-HORN - 148969021-0326
7. Potable 16 pipe relocation & expansion - Cathcart - 5661-2
8. Potable 16 pipe relocation & expansion - Halff - 10164571
9. Potable 16 pipe relocation & expansion - Halff - 10166713
10. Potable 16 pipe relocation & expansion - HALFF - 10168528
11. PW - KIMLEY-HORN - 35217070
12. Construction Change Order - Cathcart Underdrain (signed)

Prepared by: Matthew Dodson, Budget Officer
Reviewed by:

Whitney Donovan, Purchasing Coordinator	Approved - 7/28/2026
Matthew Dodson, Budget Officer	Approved - 7/28/2026
Jennifer Gates, Finance Director	Approved - 8/7/2026
Jeanann Hand, City Clerk	Approved - 8/10/2026
Vince Sandersfeld, City Manager	Final Approval - 8/10/2026

Mount Dora The Yard STOP Landscaping
(352) 357-9964

Invoice #2461060
Mark Decosta
Public Work Supervisor
City Of Mount Dora
900 North Donnelly St.
Mount Dora, FL 32757
decostam@ci.mount-dora.fl.us
352-516-3702

Date: 01/22/2026

LOCATION**:** Wooded area - North Stewart Lane./ west of Donnelly Street

SCOPE OF WORK:

- Preconstruction meeting with Mark to locate the area with flagging tape for location of swales.
- Reestablishing the existing water route as it was before flooding damage.
- Remove enough under brush and debris to clean up the area enough for equipment accessibility (leaving large established trees)
- Working backwards from west to east; excavate and create a new swale so water can flow freely as it did before.
- Tie into the existing water route and cut off/blockade the route that water is taking now so water will flow into the new swale.
- Create a swale going from north to south to Tie into the existing second runoff location. (Donnelly Street swell)
- Spread excess soil and spoils throughout the low areas.
- Use spoils to create a berm along the south side of the swale and on the west side of the Donnelly st. swale
- Deliver approximately 8 loads of spoils to the neighboring house east side of Stewart Lane..

QUALIFICATIONS AND EXCLUSIONS:

- Work to be completed first shift Monday-Friday, no overtime is included.
- Scope of work is limited to what is listed above, any other work will require a change order and will be charged accordingly.
- Dewatering is excluded.
- Landscaping and sod are excluded. This includes the neighboring property that is receiving 8 loads of soil. We will not be responsible for any grading, landscaping or sod.
- We are not responsible for any underbrush or trees that need to be removed for delivery of soil to neighboring property.
- Permit and permit fees are excluded.
- We will minimize the tree and brush removal as much as possible, but there will be trees and brush removed to allow access for the equipment to get to the work site for excavation and dirt work.
- Excluded: any debris hauled away - all debris, trees, and brush will remain on site.
- Spoils / soils will be used for burn, the rest will be spread throughout the low areas to reestablish grade.
- Temporary fencing/silt fencing/water blockades or water filtration systems are all excluded from this project..
- All material is guaranteed to be as specified and the work to be performed in accordance with the drawings and specifications submitted by the designer and completed in a substantial workmanlike manner.
- The Yard Stop Garden Center is not responsible for any unforeseen damages such as cut wires, broken irrigation, grass flattened by equipment, etc.

Invoice #2461060
Mark Decosta
Public Work Supervisor
City Of Mount Dora
900 North Donnelly St.
Mount Dora, FL 32757
decostam@ci.mount-dora.fl.us
352-516-3702

- Leftover material belongs to The Yard Stop Garden Center. Extra is brought to the site for potential use.
- Maintenance such as watering, mowing and trimming is turned over to the owner upon completion.
- Any grading work is guaranteed to be within .10 ft, light hand rake only unless specified above.
- We exclude replacement of material(s) damaged by others.

BASIC SCHEDULE

- Procurement will begin promptly after issuance of the purchase order.
- Mobilization of equipment within five days of procurement, weather dependent.
- Proposed duration schedule: 2 weeks (10 business days)
- Point of Contact: Chris, Project Manager. Will give weekly updates as the project progresses.

PRICING, AND GENERAL BREAKDOWN

Equipment:	$34,500.00
General work/labor:	$38,000.00
Mobilization to and from project site	$4,500.00
Subtotal	$77,000.00
General liability insurance:	$873.21
Contingency fee 10%*:	$7,700.00
*due to need for increased size of excavator for digging in corner	
Permit fees:	Excluded
Performance and payment bond:	Excluded
Completion Date: 04/02/2026	
Balance Due:	**$85,573.21**

This proposal is good for 90 days. Full payment is due within 30 days of completion of project

CONSTRUCTION TEAM, AND STAFF.
Owners Representative: Mark Decosta for City of Mount Dora
Project Manager: Chris Gordon 352-636-0784
Site Superintendent. Josh Brewer
Staff Accountant: Heather S.
Safety Coordinator: Pablo Echechevaria
Administrative Assistance: Deby Laizure, Ashleigh Moss
Sub-contractors: None

Thank you for the opportunity to work with you on this project.
Best regards, Chris Gordon

Chris Gordon
352-636-0784
Chris@YardStopGardenCenter.com

Invoice #CG061526B
Donnelly St. Restoration
ATTN: Andrew
marsiana@mountdora.gov

Date: 06/15/2026

Expected Start Date: N/A
Work Location : Entire Property
Job Completion Date: N/A

Address: Donnelly Street, Mt.Dora Fl
Subdivision Name: N/A
Gate Code: N/A

SCOPE OF WORK:

- Mobilization
- Demolition / excavation and preparation of site
- Disposal and dump fees
- Materials & Labor:
    - Remove existing rip-rap from eroded area
    - Pull back erosion blanket
    - Re-establish swell to the north of existing swell for less resistance of stormwater
    - Excavate approximately 400 yds of spoils and soil, to be moved into the North side of the woods
    - Back fill existing swell with spoils
    - Use an erosion blanket along new portion of the swell and install granite rip-rap in new swell
    - 15,000 sq ft Bahia

**No spoils to be hauled away, they will be used on site*

QUALIFICATIONS AND EXCLUSIONS:

- Permit and permit fees are excluded. Customers shall at their own expense obtain all permits necessary for all work, if applicable.
- The Yard Stop Garden center is required and will call 811 DIG to have utilities marked.
- All material is guaranteed to be as specified and the work to be performed in accordance with the drawings and specifications submitted by the designer and completed in a substantial workmanlike manner.
- Any additional work outside the scope of this project will be billed accordingly at $75.00 per man hour.
- The Yard Stop Garden Center is not responsible for any unforeseen damages such as cut wires, broken irrigation, grass flattened by equipment, etc.
- Leftover material belongs to The Yard Stop Garden Center. Extra is brought to the site for potential use.
- Maintenance such as watering, mowing and trimming is turned over to the owner upon completion.

Chris Gordon
352-636-0784
Chris@YardStopGardenCenter.com

- Any grading work is guaranteed to be within .10 ft, light hand rake only unless specified above.
- We exclude replacement of material(s) damaged by others.
- The following items installed by YSGC have a limited 30 day warranty: fountains, lighting, sod, irrigation systems, pavers, wall/retention systems, outdoor kitchens, pergolas, and other items created for the job.
- Plants installed by YSGC have a limited, one time replacement, one year warranty. The first 30 days are covered at 100% of the cost. The remainder of the year is at 50%. Acts of nature (freezing temperatures, high winds, flooding, etc.), neglect, physical damage void the warranty.

PRICING AND GENERAL BREAKDOWN

Estimated Amount:		$40,780.00
	Tax:	EXEMPT
	Total:	$40,780.00
Minimum Deposit Required:		**$N/A**
Project additions/changes:		$
	Subtotal	$
	Tax:	$
	Deposit Paid:	- $
	Final Amount Due:	**$40,780.00**

Any amount paid by credit card is subject to a 3% processing fee.
This proposal is good for 30 days. Full payment is due within 5 business days of completion of the project.

Gas present on property? Yes / No

Customer Printed Name: _____ Date: _____

Signature of Acceptance: _____

Thank you for the opportunity to look at this project.
Best regards,
Chris Gordon

Chris Gordon
352-636-0784
Chris@YardStopGardenCenter.com

Invoice #CG050626CM
City of Mount Dora
Public Works & Utilities Restoration
ATTN: Mark Miller

Date: June 2, 2026

Expected Start Date:
Work Location :

Address: 410 Limit St. Mt. Dora, FL
Gate Code:

SCOPE OF WORK:

- Mobilization
- Demolition / excavation and preparation of site:
- Disposal and dump fees
- Delivery and installation of:
    - 60 – 3 gallon Dwarf Walters Viburnum along fence as highlighted in drawing - $1,680.00
    - Remove Maple tree and replace with 1 – 65 gallon Seed Oak - $900.00
    - Replace damaged Cathedral Oak with 1 – 65 gallon - $1,050.00
    - Install 4 – 65 gallon Bald Cypress - $3,200.00
    - Install 16 – 65 gallon Seed Oak tree's outside of fenced Grandview street side - $12,800.00
    - 12 yards Brown Cypress mulch for all areas - $970.00
- Sod:
    - Re-sod 50,400 SF Bahia sod along east side on Grandview Street, 2ft from Shrubb Road and go out 30ft towards Grandview all the way down the west side of the property. - $24,192.00
    - Sod erosion blanket on steep sides - $1,000.00
- Lighting: N/A
- Irrigation:
    - Restore irrigation that was removed so all new trees can be irrigated with bubblers. Repair breaks & reconnect broken irrigation to restore coverage - $3,400.00
- Drain work: N/A

QUALIFICATIONS AND EXCLUSIONS:

- Permit and permit fees are excluded. Customers shall at their own expense obtain all permits necessary for all work, if applicable.
- The Yard Stop Garden Center (YSGC) is required and will call 811 DIG to have utilities marked.

Chris Gordon
352-636-0784
Chris@YardStopGardenCenter.com

- All material is guaranteed to be as specified. Work will be performed in accordance with the drawings and specifications submitted by the designer and completed in a substantial workmanlike manner.
- Any additional work outside the scope of this project will be billed accordingly at $75.00 per man hour.
- The Yard Stop Garden Center is not responsible for any unforeseen damages, such as cut wires, broken irrigation, grass flattened by equipment, etc.
- Leftover material belongs to YSGC. Extra is brought to the site for potential use.
- Maintenance such as watering, mowing and trimming is turned over to the owner upon completion.
- Any grading work is guaranteed to be within .10 ft, light hand rake only unless specified above.
- We exclude replacement of material(s) damaged by others.
- The following items, installed by YSGC, have a limited 30 day warranty: fountains, lighting, irrigation systems, pavers, wall/retention systems, outdoor kitchens, pergolas, and other items created for the job.
- Sod, installed by YSGC, is warrantied for 10 days. Warranty is only valid if proper care, irrigation, fertilizer, fungicide and insect treatment has been implemented within three days of completion of the job. Installation agreement and proof of treatment is required for the warranty process.
- Plants, installed by YSGC, have a limited, one time replacement, one year warranty. The first 30 days are covered at 100% of the cost. The remainder of the year is at 50%, including materials and labor.
- Plants / workmanship warranties are void if customer is missing the installation agreement, damage is a result of an act(s) of nature (freezing temperatures, high winds, flooding, etc.), neglect, physical damage and circumstances beyond the contractor's control; such as, lack of irrigation, chemical burns, etc.

PRICING AND GENERAL BREAKDOWN

Estimated Amount:		$49,192.00
	Tax:	$ TAX EXEMPT
	Total:	$49,192.00
Minimum Deposit Required:		**$N/A**
Project additions/changes:		$ N/A
	Subtotal	$49,192.00
	Tax:	$ TAX EXEMPT
	Deposit Paid:	- $ N/A
	Final Amount Due:	**$49,192.00**

Any amount paid by credit card is subject to a 3% processing fee.
This proposal is good for 30 days. Full payment is due within 5 business days of completion of the project. If payment is not received during that time frame a late fee of 1.5% will be applied each day that the payment is past due. If the payment has not been received before 14 days past the completion date; The Yard Stop Garden Center will pursue legal action

Gas present on property? Yes / No

Customer Printed Name: _____ Date: _____

Chris Gordon
352-636-0784
Chris@YardStopGardenCenter.com

Signature of Acceptance: _____

The above prices, specifications and conditions are hereby accepted. The Yard Stop Garden Center is authorized to do the work specified above.

Thank you for the opportunity to look at this project.
Best regards,
Estimator Name /Signature

YSGC

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:		**If paying by check, please remit to:**
Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.	KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104	P.O. BOX 932520
Account Number:	2073089159554	ATLANTA, GA 31193-2520
ABA#:	121000248	
Please send remittance information to:	payments@kimley-horn.com	

RECEIVED
By Angie Duong at 3:11 pm, Jul 14, 2026

CITY OF MOUNT DORA, FL
ATTN: GEORGE MAREK
510 N BAKER ST
MT DORA, FL 32757

Federal Tax Id: 56-0885615
For Services Rendered through Jun 30, 2026

Invoice Amount: **$38,095.00**

Invoice No: 36385908
Invoice Date: Jun 30, 2026

Project No: 148969020.1
Project Name: DOGWOOD MOUNT BASIN STDY
Project Manager: GALLO, VICTOR

Client Reference: RFQ #24-GS-013
PO #26-01909

LUMP SUM

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 - PROJECT COORDINATION	3,360.00	100.00%	3,360.00	3,360.00	0.00
TASK 2 - DRAINAGE ANALYSIS	9,575.00	100.00%	9,575.00	9,575.00	0.00
TASK 3 - FIELD INSPECTION	7,450.00	100.00%	7,450.00	7,450.00	0.00
TASK 4 - TECHNICAL MEMORANDUM	16,725.00	100.00%	16,725.00	16,725.00	0.00
TASK 5 - GRANT FUNDING	62,000.00	50.00%	31,000.00	15,500.00	15,500.00
AMENDMENT 1					
TASK 6 - DRAINAGE INFRASTRUTURE IMPROVEMENTS	39,600.00	35.00%	13,860.00	5,940.00	7,920.00
TASK 7 - DONNELLY ROAD & LAKE JOHN BASIN STUDY	58,700.00	50.00%	29,350.00	14,675.00	14,675.00
Subtotal	**197,410.00**	**56.39%**	**111,320.00**	**73,225.00**	**38,095.00**
Total LUMP SUM					**38,095.00**

Total Invoice: $38,095.00

If you have any questions, please contact Danielle Benzer at 407-427-1623 or Danielle.Benzer@kimley-horn.com

33DMB

RECEIVED
By Jackelyn Rodriguez at 11:26 am, May 22, 2026

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:		**If paying by check, please remit to:**
Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.	KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104	P.O. BOX 932520
Account Number:	2073089159554	ATLANTA, GA 31193-2520
ABA#:	121000248	
Please send remittance information to:	payments@kimley-horn.com	

CITY OF MOUNT DORA, FL
ATTN: ACCOUNTS PAYABLE
510 N. BAKER ST.
MT DORA, FL 32757

Federal Tax Id: 56-0885615
For Services Rendered through Apr 30, 2026

Invoice Amount: $30,707.50

Invoice No: 148969021-0426
Invoice Date: Apr 30, 2026

Project No: 148969021
Project Name: CHAUTAUQUA SUB CANAL DRED
Project Manager: GALLO, VICTOR

Client Reference: RFQ #24-GS-013
445-5555-580.63-01-SW2640
PO #26-01919

LUMP SUM

KH Ref # 148969021.1-34282272

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 7 - SURVEY SERVICES	16,150.00	100.00%	16,150.00	0.00	16,150.00
Subtotal	**16,150.00**	**100.00%**	**16,150.00**	**0.00**	**16,150.00**
Total LUMP SUM					**16,150.00**

HOURLY NOT TO EXCEED

KH Ref # 148969021.3-35657932

Project Summary

Contract Value	76,135.00
Previous Billings	22,762.50
Current Invoice	14,557.50
Remaining Contract Value	38,815.00

Description	Current Amount Due
LABOR	14,557.50
EXPENSES	0.00
Subtotal	**14,557.50**
Total HOURLY NOT TO EXCEED	**14,557.50**

Total Invoice: $30,707.50

If you have any questions, please contact Tahrae Niranjan at 689-244-5501 or Tahrae.Niranjan@kimley-horn.com

33TJN

CITY OF MOUNT DORA, FL
ATTN: ACCOUNTS PAYABLE
510 N. BAKER ST.
MT DORA, FL 32757

Invoice No: 148969021-0426
Invoice Date: Apr 30, 2026

Project No: 148969021
Project Name: CHAUTAUQUA SUB CANAL DRED
Project Manager: GALLO, VICTOR

HOURLY NOT TO EXCEED
KH Ref # 148969021.3-35657932

Task	Description	Qty Hours	Billing Rate	Current Amount Due
EXISTING CONDITIONS	ANALYST II	1.0	175.00	175.00
	SENIOR PROFESSIONAL II	9.5	345.00	3,277.50
	SUPPORT STAFF	3.0	90.00	270.00
TOTAL EXISTING CONDITIONS		**13.5**		**3,722.50**
DREDGE ENVIRO PERMITTING	ANALYST II	41.0	175.00	7,175.00
	PROFESSIONAL	6.0	200.00	1,200.00
	SENIOR PROFESSIONAL II	7.0	345.00	2,415.00
	SUPPORT STAFF	0.5	90.00	45.00
TOTAL DREDGE ENVIRO PERMITTING		**54.5**		**10,835.00**
TOTAL LABOR AND EXPENSE DETAIL				**14,557.50**

This page is for informational purposes only. Please pay amount shown on cover page.

RECEIVED
By Jackelyn Rodriguez at 10:43 am, Apr 20, 2026

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:		**If paying by check, please remit to:**
Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.	KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104	P.O. BOX 932520
Account Number:	2073089159554	ATLANTA, GA 31193-2520
ABA#:	121000248	
Please send remittance information to:	payments@kimley-horn.com	

CITY OF MOUNT DORA, FL
ATTN: ACCOUNTS PAYABLE
510 N. BAKER ST.
MT DORA, FL 32757

Federal Tax Id: 56-0885615
For Services Rendered through Mar 31, 2026

Invoice Amount: $22,762.50

Invoice No: 148969021-0326
Invoice Date: Mar 31, 2026

Project No: 148969021
Project Name: CHAUTAUQUA SUB CANAL DRED
Project Manager: GALLO, VICTOR

Client Reference: RFQ #24-GS-013
445-5555-580.63-01-SW2640
PO #26-01919

LUMP SUM

KH Ref # 148969021.1-34282272

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 7 - SURVEY SERVICES	16,150.00	0.00%	0.00	0.00	0.00
Subtotal	**16,150.00**	**0.00%**	**0.00**	**0.00**	**0.00**
Total LUMP SUM					**0.00**

HOURLY NOT TO EXCEED

KH Ref # 148969021.3-35520852

Project Summary

Contract Value	76,135.00
Previous Billings	0.00
Current Invoice	22,762.50
Remaining Contract Value	53,372.50

Description	Current Amount Due
LABOR	22,762.50
EXPENSES	0.00
Subtotal	**22,762.50**
Total HOURLY NOT TO EXCEED	**22,762.50**

Total Invoice: $22,762.50

If you have any questions, please contact Tahrae Niranjan at 689-244-5501 or Tahrae.Niranjan@kimley-horn.com

33TJN

Kimley»Horn

Labor and Expense Detail

CITY OF MOUNT DORA, FL
ATTN: ACCOUNTS PAYABLE
510 N. BAKER ST.
MT DORA, FL 32757

Invoice No: 148969021-0326
Invoice Date: Mar 31, 2026

Project No: 148969021
Project Name: CHAUTAUQUA SUB CANAL DRED
Project Manager: GALLO, VICTOR

HOURLY NOT TO EXCEED
KH Ref # 148969021.3-35520852

Task	Description	Qty Hours	Billing Rate	Current Amount Due
DREDGE CONSTRUCTION PLANS	ANALYST II	51.5	175.00	9,012.50
	SENIOR PROFESSIONAL II	6.5	345.00	2,242.50
TOTAL DREDGE CONSTRUCTION PLANS		**58.0**		**11,255.00**
DREDGE DESIGN DOCUMENT	ANALYST II	17.5	175.00	3,062.50
	SENIOR PROFESSIONAL II	6.0	345.00	2,070.00
TOTAL DREDGE DESIGN DOCUMENT		**23.5**		**5,132.50**
DREDGE ENVIRO PERMITTING	ANALYST II	29.0	175.00	5,075.00
	PROFESSIONAL	6.5	200.00	1,300.00
TOTAL DREDGE ENVIRO PERMITTING		**35.5**		**6,375.00**
TOTAL LABOR AND EXPENSE DETAIL				**22,762.50**

This page is for informational purposes only. Please pay amount shown on cover page.

CCC Cathcart
Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Drive
Winter Springs, Florida 32708

March 11th, 2026

Andrew Marsian
Public Works & Utilities Director
City of Mount Dora
Public Works & Utilities Department
401 Limit Ave
Mount Dora, FL 32757

Project Name: North Donnelly Street 16'' Reuse Main & 16'' Water Main – Emergency

Lump Sum

Description	Contract Value	% Complete	Amount Earned To Date	Previous Amount Billed	Current Amount Due
16" Reusemain & 16" Watermain	$ 2,237,900.00	95%	$ 2,149,167.00	$ 1,078,186.00	$ 1,070,981.00

Invoice #2 Total: $1,070,981.00

Cathcart Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Drive
Winter Springs, Florida 32708
http://cathcartconstructioncompany.com

TOP WORK PLACES 2023 Orlando Sentinel
TOP WORK PLACES 2024 Orlando Sentinel
TOP WORK PLACES 2025 Orlando Sentinel

Invoice

Bill to: **City of Mt. Dora**
510 N Baker St.
Mount Dora, FL 32757 US

Cust #	Customer Ref	Invoice #	Invoice Date	Due Date	Terms
1047		5661-2	02/28/26	03/30/26	Net 30 Days

Mth/Trans	Line	Description	Contract	Amount
02/26 49	1	Mount Dora - North Donnelly St	5661-	1,070,981.00

Total	1,070,981.00
Sales Tax	
Less Retainage	
Total Due	1,070,981.00

5661 Mount Dora - 16'' Water & Reuse Main Invoice #2

February 28th, 2026

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															
Tuscan Sun	Bedding Stone Material (Invoice # 2026-60056)		5.09	TONS	$ 100.58	$ 511.95				$ -					$ 511.95
Tuscan Sun	Hauling Limerock Material 2-6-26 (Invoice # 2026-60083)		64.05	TONS					$ 17.66	$ 1,131.12					$ 1,131.12
Tuscan Sun	Limerock Material (Invoice # 2026-60083)		64.05	TONS	$ 12.70	$ 813.44									$ 813.44
Tuscan Sun	Hauling DOR #57 Stone (Invoice # 2026-60072)		21.09	TONS					$ 24.37	$ 513.96					$ 513.96
Tuscan Sun	DOT #57 Stone (Invoice # 2026-60072)		21.09	TONS	$ 49.00	$ 1,033.41				$ -					$ 1,033.41
Tuscan Sun	Hauling Limerock Material 2-24-26 (Invoice # 2026-60137)		41.51	TONS					$ 17.66	$ 733.07					$ 733.07
Tuscan Sun	Limerock Material (Invoice # 2026-60137)		41.51	TONS	$ 12.70	$ 527.18				$ -					$ 527.18
Hire Quest	Billy Cooper Flagger (Invoice # 2729811)		9.00	HRS					$ 22.45	$ 202.05					$ 202.05
Hire Quest	Kevin Davis Flagger (Invoice # 2729811)		9.00	HRS					$ 22.45	$ 202.05					$ 202.05
Hire Quest	Jeffrey Graham Flagger (Invoice # 2729811)		9.00	HRS					$ 22.45	$ 202.05					$ 202.05
Hire Quest	Billy Cooper Flagger (Invoice # 2729811)		11.00	HRS					$ 22.45	$ 246.95					$ 246.95
Hire Quest	Kevin Davis Flagger (Invoice # 2729811)		11.00	HRS					$ 22.45	$ 246.95					$ 246.95
Hire Quest	Kevin Davis Flagger (Invoice # 2729811)		11.00	HRS					$ 22.45	$ 246.95					$ 246.95
Hire Quest	Jeffrey Graham Flagger (Invoice # 2729811)		11.00	HRS					$ 22.45	$ 246.95					$ 246.95
Hire Quest	Billy Cooper Flagger (Invoice # 2729811)		11.00	HRS					$ 22.45	$ 246.95					$ 246.95
Hire Quest	Kevin Davis Flagger (Invoice # 2729811)		11.00	HRS					$ 22.45	$ 246.95					$ 246.95
Hire Quest	Jeffrey Graham Flagger (Invoice # 2729811)		11.00	HRS					$ 22.45	$ 246.95					$ 246.95
Hire Quest	Billy Cooper Flagger (Invoice # 2729811)		6.00	HRS					$ 22.45	$ 134.70					$ 134.70
Hire Quest	Kevin Davis Flagger (Invoice # 2729811)		6.00	HRS					$ 22.45	$ 134.70					$ 134.70
Hire Quest	Jeffrey Graham Flagger (Invoice # 2729811)		6.00	HRS					$ 22.45	$ 134.70					$ 134.70
Hire Quest	David Brown Flagger (Invoice # 2745529)		11.00	HRS					$ 22.45	$ 246.95					$ 246.95
Hire Quest	Billy Cooper Flagger (Invoice # 2745529)		10.00	HRS					$ 22.45	$ 224.50					$ 224.50
Hire Quest	Kevin Davis Flagger (Invoice # 2745529)		10.00	HRS					$ 22.45	$ 224.50					$ 224.50
Hire Quest	Jeffrey Graham Flagger (Invoice # 2745529)		10.00	HRS					$ 22.45	$ 224.50					$ 224.50
Hire Quest	Phillip Ransom Flagger (Invoice # 2745529)		11.00	HRS					$ 22.45	$ 246.95					$ 246.95
Hire Quest	Daminus Abraham Flagger (Invoice # 2745529)		9.50	HRS					$ 22.45	$ 213.28					$ 213.28
Hire Quest	David Brown Flagger (Invoice # 2745529)		9.50	HRS					$ 22.45	$ 213.28					$ 213.28
Hire Quest	Jeffrey Graham Flagger (Invoice # 2745529)		9.50	HRS					$ 22.45	$ 213.28					$ 213.28
Hire Quest	Phillip Ransom Flagger (Invoice # 2745529)		10.00	HRS					$ 22.45	$ 224.50					$ 224.50
Hire Quest	Samuel Yarjah Flagger (Invoice # 2745529)		9.50	HRS					$ 22.45	$ 213.28					$ 213.28
Hire Quest	Anthony Dellfield Flagger (Invoice # 2745529)		9.00	HRS					$ 22.45	$ 202.05					$ 202.05
Hire Quest	Anthony Dellfield Flagger (Invoice # 2745529)		3.00	HRS					$ 22.45	$ 67.35					$ 67.35
Hire Quest	Timothy Edsall (Invoice # 2745529)		12.00	HRS					$ 22.45	$ 269.40					$ 269.40
Hire Quest	Lmarcus Lewis Flagger (Invoice # 2745529)		3.00	HRS					$ 22.45	$ 67.35					$ 67.35
Hire Quest	Lmarcus Lewis Flagger (Invoice # 2745529)		9.00	HRS					$ 22.45	$ 202.05					$ 202.05
Hire Quest	Benny Miller Flagger (Invoice # 2745529)		3.00	HRS					$ 22.45	$ 67.35					$ 67.35
Hire Quest	Benny Miller Flagger (Invoice # 2745529)		9.00	HRS					$ 22.45	$ 202.05					$ 202.05

Hire Quest	Phillip Ransom Flagger (Invoice # 2745529)		12.00	HRS					$ 22.45	$ 269.40					$ 269.40
Donoghue	Calc/Stake 3,820' of reclaim (Invoice # 20553)		8.00	HRS					$ 155.00	$ 1,240.00					$ 1,240.00
Donoghue	Calc/Stake 3,820' of water (Invoice # 20553)		8.50	HRS					$ 155.00	$ 1,317.50					$ 1,317.50
Donoghue	As-Builts Reclaim Water Line (Invoice # 20833)		3.00	HRS					$ 155.00	$ 465.00					$ 465.00
Donoghue	As-Built PVC Sections of Reclaimed Main (Invoice # 20833)		6.00	HRS					$ 155.00	$ 930.00					$ 930.00
Donoghue	Draw and Label Reclaim As-Builts (Invoice # 20833)		2.00	HRS					$ 110.00	$ 220.00					$ 220.00
Tierra	Soils Engineering Technician (Invoice # 365)		8.00	HRS					$ 48.00	$ 384.00					$ 384.00
Tierra	Project Manager (Invoice # 365)		1.00	HRS					$ 105.00	$ 105.00					$ 105.00
Tierra	ASTM D1557 Max Density Optimum Moisture (Invoice # 365)		1.00	EA					$ 95.00	$ 95.00					$ 95.00
All Florida HDD	20'' HDPE WM Bore (Invoice # 1177)		260.00	LF					$ 135.00	$ 35,100.00					$ 35,100.00
All Florida HDD	20'' HDPE WM Bore (Invoice # 1177)		360.00	LF					$ 135.00	$ 48,600.00					$ 48,600.00
All Florida HDD	20'' HDPE WM Bore (Invoice # 1177)		1,020.00	LF					$ 135.00	$ 137,700.00					$ 137,700.00
All Florida HDD	20'' HDPE WM Bore (Invoice # 1182)		1,100.00	LF					$ 135.00	$ 148,500.00					$ 148,500.00
Advanced Tapping	16'' Tap & Test (Invoice # 1264)		1.00	EA					$ 1,650.00	$ 1,650.00					$ 1,650.00
										$ -					$ -
Material															
Quality Petroleum	Ultra Low Sulfer Dyed Diesel (Invoice # 1008989)		502.40	Gallons	$ 3.20	$ 1,607.68									$ 1,607.68
Quality Petroleum	Ultra Low Sulfer Dyed Diesel (Invoice # 0000376920)		520.00	Gallons	$ 2.92	$ 1,518.40									$ 1,518.40
Ferguson Waterworks	16'' x 15'' MJ C153 Long Sleeve (Invoice # 2214002)		2.00	EA	$ 1,312.00	$ 2,624.00									$ 2,624.00
Ferguson Waterworks	16'' PVC WDG REST (Invoice # 2214002)		2.00	EA	$ 609.00	$ 1,218.00									$ 1,218.00
Ferguson Waterworks	16'' DI WDG REST (Invoice # 2214002)		2.00	EA	$ 481.00	$ 962.00									$ 962.00
Ferguson Waterworks	20'' x 2'' MJ C153 TAP CAP (Invoice # 2212126)		4.00	EA	$ 1,128.00	$ 4,512.00									$ 4,512.00
Ferguson Waterworks	3/4'' GALV MI 150# Tee (Invoice # 2214419)		4.00	EA	$ 11.00	$ 44.00									$ 44.00
Ferguson Waterworks	LF 3/4'' x 1/2'' BRS BUSH (Invoice # 2214419)		2.00	EA	$ 6.00	$ 12.00									$ 12.00
Ferguson Waterworks	LF 2'' x 3/4'' BRS BUSH (Invoice # 2214419)		4.00	EA	$ 30.00	$ 120.00									$ 120.00
Ferguson Waterworks	LF 3/4'' x 1/2'' BRS BUSH (Invoice # 2214419)		2.00	EA	$ 6.00	$ 12.00									$ 12.00
Ferguson Waterworks	LF 2'' x 3/4'' BRS BUSH (Invoice # 2214419)		4.00	EA	$ 30.00	$ 120.00									$ 120.00
Ferguson Waterworks	3/4'' x 4'' GALV STL NIP (Invoice # 2214419)		8.00	EA	$ 8.00	$ 64.00									$ 64.00
Ferguson Waterworks	LF 3/4'' BRS 600# NPT FB BV (Invoice # 2214419)		4.00	EA	$ 80.00	$ 320.00									$ 320.00
Ferguson Waterworks	2'' SS 1000# THRD 2PC FP BV (Invoice # 22114419)		2.00	EA	$ 594.00	$ 1,188.00									$ 1,188.00
Ferguson Waterworks	LFN LIQ 2-1/2'' STL BR GA (Invoice # 22114419)		4.00	EA	$ 55.00	$ 220.00									$ 220.00
Ferguson Waterworks	16'' CL52 CL DI Fastite Pipe (Invoice # 2214036)		20.00	LF	$ 190.00	$ 3,800.00									$ 3,800.00
Ferguson Waterworks	3'' x 1000' LS100 11 Staek Silt Fence (Invoice # 2215978)		4.00	EA	$ 28.00	$ 112.00									$ 112.00
Ferguson Waterworks	10 GA SLD COP Wire (Invoice # 2217319)		500.00	LF	$ 1.05	$ 525.00									$ 525.00
Ferguson Waterworks	2'' x 1000' 10 MIL Pipe Wrap Tape (Invoice # 2217319)		6.00	EA	$ 9.00	$ 54.00									$ 54.00
Ferguson Waterworks	20'' DIPS PC200 DR11 MJ ADPT (Invoice # 2219256)		4.00	EA	$ 894.00	$ 3,576.00									$ 3,576.00
Ferguson Waterworks	LF 2'' MIP x CTS PJ COUP (Invoice # 2219524)		18.00	EA	$ 134.00	$ 2,412.00									$ 2,412.00
Ferguson Waterworks	2'' x 100' CTS DR9 HDPE Blue Pipe (Invoice # 2219524)		100.00	LF	$ 2.90	$ 290.00									$ 290.00
Ferguson Waterworks	2'' x 100' CTS DR9 HDPE Purple Pipe (Invoice # 2219524)		100.00	LF	$ 2.90	$ 290.00									$ 290.00
Ferguson Waterworks	2'' x 20' PVC SCH 40 BE PIPE (Invoice # 2219524)		40.00	LF	$ 1.42	$ 56.80									$ 56.80
Ferguson Waterworks	LF 2'' Brass 600# WOG THRD 2PC FP BV (Invoice # 2219524)		7.00	EA	$ 117.00	$ 819.00									$ 819.00
Ferguson Waterworks	13''x16''x32'' Purple Poly ARV Enclosure (Invoice # 2219464)		3.00	EA	$ 884.00	$ 2,652.00									$ 2,652.00
Ferguson Waterworks	16'' x 2'' IP DBL STRP SS EPOX SDL (Invoice # 2216371)		9.00	EA	$ 401.00	$ 3,609.00									$ 3,609.00
Ferguson Waterworks	LF 2'' MIP x FIP Ball Corp (Invoice # 2216371)		9.00	EA	$ 456.00	$ 4,104.00									$ 4,104.00
Ferguson Waterworks	LF 2x Close Brass Nipple (Invoice # 2216371)		9.00	EA	$ 35.00	$ 315.00									$ 315.00
Ferguson Waterworks	2'' COMB Air Release Valve (Invoice # 2216371)		9.00	EA	$ 2,350.00	$ 21,150.00									$ 21,150.00
Ferguson Waterworks	LF 1.5'' x 36'' Brass Nipple (Invoice # 2216371)		9.00	EA	$ 228.00	$ 2,052.00									$ 2,052.00
Ferguson Waterworks	LF 1.5'' Brass 90 Degree Elbow (Invoice # 2216371)		18.00	EA	$ 41.00	$ 738.00									$ 738.00
Ferguson Waterworks	LF 1.5'' x 4' Brass Nipple (Invoice # 2216371)		9.00	EA	$ 42.00	$ 378.00									$ 378.00
Ferguson Waterworks	13''x16''x32'' Blue Poly ARV Enclosure (Invoice # 2216371)		9.00	EA	$ 884.00	$ 7,956.00									$ 7,956.00
Ferguson Waterworks	20'' x 16'' MJ C153 RED (Invoice # 2219371)		4.00	EA	$ 1,526.00	$ 6,104.00									$ 6,104.00

Ferguson Waterworks	20'' SBOND PVC SGRIP SER 4000 W/ACC (Invoice # 2219371)		4.00	EA	$ 940.00	$ 3,760.00									$ 3,760.00
Ferguson Waterworks	16'' SBOND PVC SGRIP SER 4000 W/ACC (Invoice # 2219371)		4.00	EA	$ 633.00	$ 2,532.00									$ 2,532.00
Ferguson Waterworks	16'' DI MJ RW OL TAPN Valve (Invoice # 2217918)		1.00	EA	$ 12,047.00	$ 12,047.00									$ 12,047.00
Ferguson Waterworks	13'' x 16'' x 32'' Purple Poly ARV Enclousre (Invoice # 2219464-1)		1.00	EA	$ 884.00	$ 884.00									$ 884.00
Ferguson Waterworks	20'' DIPS PC200 DR11 MJ ADPT (Invoice # 2219256-1)		2.00	EA	$ 894.00	$ 1,788.00									$ 1,788.00
Ferguson Waterworks	20'' HDPE DIPS IPS ACY MJ PK W/Gland (Invoice # 2219256-1)		2.00	EA	$ 485.00	$ 970.00									$ 970.00
Ferguson Waterworks	LF 2'' BRS 600# WOG THRD 2PC FB BV (Invoice # 2219256-1)		2.00	EA	$ 117.00	$ 234.00									$ 234.00
ISCO	20'' DR 11 DIPS PIPE HDPE (Invoice # 09094988)		1,600.00	LF	$ 50.10	$ 80,160.00									$ 80,160.00
ISCO	20'' DR 11 DIPS PIPE HDPE (Invoice # 09095049)		1,400.00	LF	$ 50.10	$ 70,140.00									$ 70,140.00
Rentals															
Sunbelt Rentals	Drum ENG Grade (Invoice # 178768270-0001)		150.00	EA	$ 10.00	$ 1,500.00									$ 1,500.00
Sunbelt Rentals	ADA Wall Orange (Invoice # 178768270-0001)		3.00	EA	$ 35.00	$ 105.00									$ 105.00
Sunbelt Rentals	48'' x 48'' HI INTENSITY SIGN (Invoice # 178768270-0001)		10.00	EA	$ 30.00	$ 300.00									$ 300.00
Sunbelt Rentals	48'' x 48'' HI INTENSITY SIGN (Invoice # 178768270-0001)		7.00	EA	$ 30.00	$ 210.00									$ 210.00
Sunbelt Rentals	Sign Stand (Invoice # 178768270-0001)		1.00	EA	$ 15.00	$ 15.00									$ 15.00
Sunbelt Rentals	Sign Stand (Invoice # 178768270-0001)		7.00	EA	$ 15.00	$ 105.00									$ 105.00
Sunbelt Rentals	Barricade II HI INTENSITY (Invoice # 178768270-0001)		6.00	EA	$ 15.00	$ 90.00									$ 90.00
Sunbelt Rentals	Delivery Charge (Invoice # 178768270-0001)		1.00	EA	$ 300.00	$ 300.00									$ 300.00
Sunbelt Rentals	Pickup Charge (Invoice # 178768270-0001)		1.00	EA	$ 300.00	$ 300.00									$ 300.00
Sunbelt Rentals	Drum ENG Grade (Invoice # 178768270-0002)		150.00	EA	$ 10.00	$ 1,500.00									$ 1,500.00
Sunbelt Rentals	ADA Wall Orange (Invoice # 178768270-0002)		3.00	EA	$ 35.00	$ 105.00									$ 105.00
Sunbelt Rentals	48'' x 48'' HI INTENSITY SIGN (Invoice # 178768270-0002)		10.00	EA	$ 30.00	$ 300.00									$ 300.00
Sunbelt Rentals	48'' x 48'' HI INTENSITY SIGN (Invoice # 178768270-0002)		7.00	EA	$ 30.00	$ 210.00									$ 210.00
Sunbelt Rentals	Sign Stand (Invoice # 178768270-0002)		1.00	EA	$ 15.00	$ 15.00									$ 15.00
Sunbelt Rentals	Sign Stand (Invoice # 178768270-0002)		7.00	EA	$ 15.00	$ 105.00									$ 105.00
Sunbelt Rentals	Barricade II HI INTENSITY (Invoice # 178768270-0002)		6.00	EA	$ 15.00	$ 90.00									$ 90.00
Sunbelt Rentals	Rental Protection Plan (Inovice # 178768270-0002)		1.00	EA	$ 348.75	$ 348.75									$ 348.75
United Rentals	Trench Box Alum 8' x 16' (Invoice # 258218083-001)		1.00	EA	$ 1,786.28	$ 1,786.28									$ 1,786.28
United Rentals	Delivery Charge (Invoice # 258218083-001)		1.00	EA	$ 225.00	$ 225.00									$ 225.00
United Rentals	Pickup Charge (Invoice # 258218083-001)		1.00	EA	$ 225.00	$ 225.00									$ 225.00
United Rentals	Rental Protection Plan (Invoice # 258218083-001)		1.00	EA	$ 267.94	$ 267.94									$ 267.94
United Rentals	Standard Portable Restroom (Invoice # 257576900-002)		2.00	EA	$ 32.03	$ 64.06									$ 64.06
United Rentals	Service Restroom (Invoice # 257576900-002)		2.00	EA	$ 128.78	$ 257.56									$ 257.56
						$ -									$ -
Mobilization													$ 12,500.00	$ 12,500.00	$ 12,500.00
										$ -					$ -
Cathcart Labor - Labor Burden 1.54															
Cathcart	Justin Williams - General Superintendent		36.50	HRS			$ 185.00	$ 6,752.50							$ 6,752.50
Cathcart	Justin Williams - General Superintendent (overtime)		14.50	HRS			$ 286.75	$ 4,157.88							$ 4,157.88
Cathcart	Shelton Smith - Superintendent		150.50	HRS			$ 105.00	$ 15,802.50							$ 15,802.50
Cathcart	Brian Wilson - Superintendent		60.50	HRS			$ 98.88	$ 5,982.24							$ 5,982.24

Cathcart	Brian Wilson - Superintendent (overtime)		28.50	HRS			$ 153.26	$ 4,368.02								$ 4,368.02
Cathcart	Kalup Coomer - Superintendent (overtime)		10.00	HRS			$ 153.26	$ 1,532.60								$ 1,532.60
Cathcart	Ryan Whitmer - Project Manager		10.00	HRS			$ 185.00	$ 1,850.00								$ 1,850.00
Cathcart	Antonio Rodriguez - Foreman		62.75	HRS			$ 88.86	$ 5,575.97								$ 5,575.97
Cathcart	Steven Kennedy - Operator		91.00	HRS			$ 40.04	$ 3,643.64								$ 3,643.64
Cathcart	Steven Kennedy - Operator (overtime)		28.50	HRS			$ 62.06	$ 1,768.77								$ 1,768.77
Cathcart	Abraham Barajas - Operator		83.50	HRS			$ 40.04	$ 3,343.34								$ 3,343.34
Cathcart	Abraham Barajas - Operator (overtime)		2.00	HRS			$ 62.06	$ 124.12								$ 124.12
Cathcart	Dilan Arcaro - Skilled Labor		22.25	HRS			$ 34.88	$ 776.08								$ 776.08
Cathcart	Marcos Miranda - Skilled Labor		51.00	HRS			$ 38.50	$ 1,963.50								$ 1,963.50
Cathcart	Marcos Miranda - Skilled Labor (overtime)		10.25	HRS			$ 59.68	$ 611.67								$ 611.67
Cathcart	Ricardo Verduzco-Sanchez - Skilled Labor		103.25	HRS			$ 38.50	$ 3,975.13								$ 3,975.13
Cathcart	Ricardo Verduzco-Sanchez - Skilled Labor (overtime)		24.00	HRS			$ 59.68	$ 1,432.32								$ 1,432.32
Cathcart	Luis Torres-Ayala - Foreman		48.00	HRS			$ 88.86	$ 4,265.28								$ 4,265.28
Cathcart	Luis Torres-Ayala - Foreman (overtime)		13.50	HRS			$ 137.73	$ 1,859.40								$ 1,859.40
Cathcart	Raul Gomez - Operator		40.75	HRS			$ 38.50	$ 1,568.88								$ 1,568.88
Cathcart	Raul Gomez - Operator (overtime)		25.25	HRS			$ 59.68	$ 1,506.79								$ 1,506.79
Cathcart	Alejandro Gomez - Skilled Labor		42.25	HRS			$ 38.50	$ 1,626.63								$ 1,626.63
Cathcart	Alejandro Gomez - Skilled Labor (overtime)		15.50	HRS			$ 59.68	$ 925.04								$ 925.04
Cathcart	Jorge Gamez - Skilled Labor		31.75	HRS			$ 36.96	$ 1,173.48								$ 1,173.48
Cathcart	Jorge Gamez - Skilled Labor (overtime)		8.00	HRS			$ 57.29	$ 458.30								$ 458.30
Cathcart	Alejandro Vasquez - Skilled Labor		41.50	HRS			$ 38.50	$ 1,597.75								$ 1,597.75
Cathcart	Alejandro Vasquez - Skilled Labor (overtime)		24.25	HRS			$ 59.68	$ 1,447.24								$ 1,447.24
Cathcart	Luis Guzman - Skilled Labor		40.25	HRS			$ 33.88	$ 1,363.67								$ 1,363.67
Cathcart	Luis Guzman - Skilled Labor (overtime)		17.00	HRS			$ 52.51	$ 892.74								$ 892.74
Cathcart	Jose Sanchez - Foreman		20.50	HRS			$ 115.50	$ 2,367.75								$ 2,367.75
Cathcart	Jose Sanchez - Foreman (overtime)		17.50	HRS			$ 179.03	$ 3,132.94								$ 3,132.94
Cathcart	Francisco Sanchez - Operator		20.50	HRS			$ 88.55	$ 1,815.28								$ 1,815.28
Cathcart	Francisco Sanchez - Operator (overtime)		17.50	HRS			$ 137.25	$ 2,401.92								$ 2,401.92
Cathcart	Jose Rincon - Skilled Labor		20.50	HRS			$ 38.50	$ 789.25								$ 789.25
Cathcart	Jose Rincon - Skilled Labor (overtime)		17.50	HRS			$ 59.68	$ 1,044.31								$ 1,044.31
Cathcart	Jared Carrazco - Skilled Labor		20.50	HRS			$ 38.50	$ 789.25								$ 789.25
Cathcart	Jared Carrazco - Skilled Labor (overtime)		17.50	HRS			$ 59.68	$ 1,044.40								$ 1,044.40
Cathcart	Luis Moreno-Vazquez - Skilled Labor		20.50	HRS			$ 44.50	$ 912.25								$ 912.25
Cathcart	Luis Moreno-Vazquez - Skilled Labor (overtime)		17.50	HRS			$ 68.98	$ 1,207.06								$ 1,207.06
Cathcart	Cristian Rojas - Skilled Labor		20.50	HRS			$ 38.50	$ 789.25								$ 789.25
Cathcart	Cristian Rojas - Skilled Labor (overtime)		17.50	HRS			$ 59.68	$ 1,044.40								$ 1,044.40
Cathcart	Hector Rodriguez - Foreman		157.75	HRS			$ 96.25	$ 15,183.44								$ 15,183.44
Cathcart	Hector Rodriguez - Foreman (overtime)		30.50	HRS			$ 149.19	$ 4,550.22								$ 4,550.22
Cathcart	Wenceslao Lerma - Operator		150.75	HRS			$ 44.50	$ 6,708.38								$ 6,708.38
Cathcart	Wenceslao Lerma - Operator (overtime)		38.25	HRS			$ 68.98	$ 2,638.29								$ 2,638.29
Cathcart	David Pequeno - Operator		73.00	HRS			$ 42.50	$ 3,102.50								$ 3,102.50
Cathcart	David Pequeno - Operator (overtime)		23.50	HRS			$ 65.88	$ 1,548.06								$ 1,548.06
Cathcart	Juan Beraza - Skilled Labor		150.50	HRS			$ 38.50	$ 5,794.25								$ 5,794.25
Cathcart	Juan Beraza - Skilled Labor (overtime)		38.50	HRS			$ 59.68	$ 2,297.49								$ 2,297.49
Cathcart	Luis Bocardo - Skilled Labor		148.50	HRS			$ 38.50	$ 5,717.25								$ 5,717.25
Cathcart	Luis Bocardo - Skilled Labor (overtime)		23.75	HRS			$ 59.68	$ 1,417.40								$ 1,417.40
Cathcart	Juan Sepulveda - Skilled Labor		157.50	HRS			$ 38.50	$ 6,063.75								$ 6,063.75
Cathcart	Juan Sepulveda - Skilled Labor (overtime)		31.25	HRS			$ 59.68	$ 1,865.00								$ 1,865.00

Cathcart	Logan Gibson - Foreman		2.25	HRS			$ 88.58	$ 199.31							$ 199.31
Cathcart	Cole Meador - Operator (overtime)		2.25	HRS			$ 65.88	$ 148.23							$ 148.23
Cathcart	Zachary Putnal - Operator		1.75	HRS			$ 42.50	$ 74.38							$ 74.38
Cathcart	Anthony Ramirez - Skilled Labor (overtime)		2.25	HRS			$ 59.68	$ 134.28							$ 134.28
Cathcart	Thomas Ellerbee - Foreman		103.75	HRS			$ 92.50	$ 9,596.88							$ 9,596.88
Cathcart	Thomas Ellerbee Jr - Skilled Labor		82.50	HRS			$ 38.50	$ 3,176.25							$ 3,176.25
Cathcart	Thomas Ellerbee Jr - Skilled Labor		0.75	HRS			$ 59.68	$ 44.76							$ 44.76
Cathcart	Cristian Gamez - Skilled Labor		73.00	HRS			$ 38.50	$ 2,810.50							$ 2,810.50
Cathcart	Cristian Gamez - Skilled Labor (overtime)		31.50	HRS			$ 59.68	$ 1,879.92							$ 1,879.92
Cathcart	Dominick Fratacci - Foreman		15.25	HRS			$ 88.58	$ 1,350.85							$ 1,350.85
Cathcart	Mickiquels Bell - Skilled Labor		15.25	HRS			$ 38.50	$ 587.13							$ 587.13
Cathcart	Brandon Ferguson - Skilled Labor		0.50	HRS			$ 38.50	$ 19.25							$ 19.25
Cathcart	Jhonatan Gonzalez - Skilled Labor		23.75	HRS			$ 38.50	$ 914.38							$ 914.38
Cathcart	Donald Hinch - Safety		15.00	HRS			$ 40.00	$ 600.00							$ 600.00
Cathcart	Diam Delgado - Skilled Labor		23.25	HRS			$ 38.50	$ 895.13							$ 895.13
Cathcart	Uriah Walker - Transport (overtime)		11.00	HRS			$ 59.68	$ 656.48							$ 656.48
Cathcart	Joshua Wilson - Foreman		22.50	HRS			$ 92.50	$ 2,081.25							$ 2,081.25
															$ -
Cathcart Equipment															
Cathcart Equipment	135 Size Excavator		160.00	HRS									$ 137.00	$ 21,920.00	$ 21,920.00
Cathcart Equipment	85 Size Excavator		98.00	HRS									$ 85.00	$ 8,330.00	$ 8,330.00
Cathcart Equipment	50 Size Excavator		60.00	HRS									$ 85.00	$ 5,100.00	$ 5,100.00
Cathcart Equipment	331 Skid Steer		160.00	HRS									$ 85.00	$ 13,600.00	$ 13,600.00
Cathcart Equipment	544 Front End Loader		160.00	HRS									$ 137.00	$ 21,920.00	$ 21,920.00
Cathcart Equipment	F-150 - General Superintendent - Justin Williams		51.00	HRS									$ 24.00	$ 1,224.00	$ 1,224.00
Cathcart Equipment	F-150 Superintendent - Shelton Smith		150.50	HRS									$ 24.00	$ 3,612.00	$ 3,612.00
Cathcart Equipment	F-150 Superintendent - Brian Wilson		89.00	HRS									$ 24.00	$ 2,136.00	$ 2,136.00
Cathcart Equipment	F-150 Superintendent - Kalup Coomer		10.00	HRS									$ 24.00	$ 240.00	$ 240.00
Cathcart Equipment	F-350 - Foreman - Antonio Rodriguez		62.75	HRS									$ 38.00	$ 2,384.50	$ 2,384.50
Cathcart Equipment	F-350 - Foreman - Luis Torres-Ayala		61.50	HRS									$ 38.00	$ 2,337.00	$ 2,337.00
Cathcart Equipment	F-350 - Foreman - Jose Sanchez		38.00	HRS									$ 38.00	$ 1,444.00	$ 1,444.00
Cathcart Equipment	F-350 - Foreman - Hector Rodriguez		188.25	HRS									$ 38.00	$ 7,153.50	$ 7,153.50
Cathcart Equipment	F-350 - Foreman - Thomas Ellerbee		103.75	HRS									$ 38.00	$ 3,942.50	$ 3,942.50
Cathcart Equipment	F-350 - Foreman - Dominick Fratacci		15.25	HRS									$ 38.00	$ 579.50	$ 579.50
Cathcart Equipment	F-350 - Foreman - Joshua Wilson		22.50	HRS									$ 38.00	$ 855.00	$ 855.00
														$ -	$ -
	SUB TOTALS					$ 260,508.19		$ 181,738.48		$ 384,768.60		$ -		$ 109,278.00	$ 936,293.28
	SALES TAX				7.00%	$ 18,235.57	0.00%	$ -	0.00%		0.00%		0.00%		$ 18,235.57
	TOTAL DIRECT COSTS					$ 278,743.76		$ 181,738.48		$ 384,768.60		$ -		$ 109,278.00	$ 954,528.85
	CONTRACTOR'S MARKUP				10.00%	$ 27,874.38	10.00%	$ 18,173.85	10.00%	$ 38,476.86	10.00%	$ -	10.00%	$ 10,927.80	$ 95,452.88
	SUB TOTAL WITH MARKUP														$ 1,049,981.73
	Insurance													2.00%	$ 20,999.63
														Total =	**$ 1,070,981.00**

Tuscan Sun Enterprises LLC

1724 S. Bumby Ave.
Orlando, FL 32806
Phone # 407-237-0382

Invoice

Date	Invoice #
1/29/2026	2026-60056

Bill To
Cathcart Construction Company 1056 Willa Springs Drive Winter Springs, FL 32708

Job 5661

P.O. No.	Terms	Project
	Net 30	Donnelly Storm Repair ~~5646~~

Entered on invoice

Description	Quantity	Rate	Unit Type	Amount
Bedding Stone Material (CCC pick up) 01-14-2026	5.09	94.00	TN	478.46T

Thank you for your business.

Sales Tax (7.0%)	$33.49
Total	$511.95
Payments/Credits	$0.00
Balance Due	$511.95

E-mail Bookkeeping@tuscansunent.com

Conrad Yelvington Distributors Inc

Orlando Rail Terminal
410 W Kaley Ave
Orlando, FL 32806

FDOT: TM 336

CONRAD YELVINGTON
DISTRIBUTORS, INC.

2223590

Ship
REPRINT
Correction of 2223589
1/14/2026

RECEIPT

2223590

SOLD TO: 103206
COD 03206 Orlando

DELIVER TO (Pickup):
TUSCAN SUN -DANTE SEVI
SMALL DISTRICT OF OSCEOLA COU
1724 S BUMBY AVE
ORLANDO, FL 32806 Dowrelly

P.O. ~~SCHOOL OF THE ARTS~~
ORDER: 36352
VEHICLE: ORLC0001(80000)
CARRIER:

FIN/SP:
TIME OUT: 1:00 pm
JMF:

PRODUCT: 051029

GRANITE BEDDING STONE RIPRAP

GROSS WT LBS:	29,800	Scale	1	**UNIT PRICE:**	93.70
TARE WT LBS:	19,620	Scale	1	**MTL PRICE:**	476.93
NET WT LBS:	10,180				
TONS:	5.09	Ton		**TAX:**	0.00
				FRT PRICE:	0.00
				TOTAL:	476.93

COMMENTS:

Weighmaster Paciano Valle

	Today	Order
Loads	1	7
Qty	5.09	50.50

RECEIVED BY: X_
By signing you agree to the terms on the back of this ticket.

For SDS information, please visit www.preferredmaterials.com or contact seller for alternate delivery method.

Tuscan Sun Enterprises LLC

1724 S. Bumby Ave.
Orlando, FL 32806
Phone # 407-237-0382

Invoice

Date	Invoice #
2/9/2026	2026-60083

Bill To
Cathcart Construction Company 1056 Willa Springs Drive Winter Springs, FL 32708

P.O. No.	Terms	Project
5661	Net 30	Mt Dora Water Reclamation 5661

Entered on invoice

Description	Quantity	Rate	Unit Type	Amount
Hauling Limerock Material 02-06-2026	64.05	17.66	TN	1,131.12
Limerock Material	64.05	12.70	TN	813.44T

Thank you for your business.

Sales Tax (7.0%)	$56.94
Total	$2,001.50
Payments/Credits	$0.00
Balance Due	$2,001.50

E-mail Bookkeeping@tuscansunent.com

Weighed At: Center Hill Road Base
FDOT# 18-058
CEMEX FDOT# 18-058,
Location: 1429

1038378703

Order: 41435012 Dispatch: 0 Date: 02/06/2026
Ship To: 50511180 - TUSCAN SUN ENTERPRISES,5661 WATER RECLAI
AGG.P.1429,5661 WATER RECL
W JACKSON AVE & N DONNELY ST
CENTER HILL, FL 33514
Instruct: AGG.P.1429,5661 WATER RECL

Job #: 5661 WATER RECLA PO: NO PO
Product: 1037371 - LIMERK BASE CERT FOR FDOT CODE 01
Carrier:
Vehicle: 2447989 - 1355-1710,VENTUROUS
Tractor / Trailer1 / Trailer 2 -/- -/-

Qty: 20.82 ton
Weighmaster:
CEMEX
Deputy Weighmaster:
Bentley,Evan
Scale: 12
In: 5:17 am
Out: 5:35 am

--- DRIVER ON AT TARE & GROSS ---

	lb	ton	tne
Gross:	69,920	34.96	31.72
Tare:	28,280	14.14	12.83
Net:	41,640	20.82	18.89

Today Loads: 1
Today Qty: 20.82 ton
0.00
0.00

CEMEX'S STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN

Signature of Receiving Agent
Driver:

METRIC CONVERSION FORMULA: POUNDS DIVIDED BY 2204.623, ROUNDED TO 2 DECIMALS
SEE REVERSE SIDE FOR PRODUCT LABEL INFORMATION

Weighed At: Center Hill Road Base
FDOT# 18-058
CEMEX FDOT# 18-058
Location: 1429

1038378717

Order: 41435012 Dispatch: 0 Date: 02/06/2026
Ship To: 50511180 - TUSCAN SUN ENTERPRISES,5661 WATER RECLAI
AGG.P.1429,5661 WATER RECL
W JACKSON AVE & N DONNELY ST
CENTER HILL, FL 33514
Instruct: AGG.P.1429,5661 WATER RECL

Job #: 5661 WATER RECLA PO: NO PO
Product: 1037371 - LIMERK BASE CERT FOR FDOT CODE 01
Carrier:
Vehicle: 2379477 - 3963-7126,MRF TRUCKING
Tractor / Trailer1 / Trailer 2 -/- -/-

Qty: 21.21 ton
Weighmaster:
CEMEX
Deputy Weighmaster:
Bentley,Evan
Scale: 12
In:
Out: 5:56 am

--- DRIVER ON AT TARE & GROSS ---

	lb	ton	tne
Gross:	69,760	34.88	31.64
Tare:	27,340	13.67	12.40
Net:	42,420	21.21	19.24

* P. T.
Today Loads: 2
Today Qty: 42.03 ton
0.00
0.00

CEMEX'S STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN

Signature of Receiving Agent
Driver:

METRIC CONVERSION FORMULA: POUNDS DIVIDED BY 2204.623, ROUNDED TO 2 DECIMALS
SEE REVERSE SIDE FOR PRODUCT LABEL INFORMATION

Weighed At: Center Hill Road Base
FDOT# 18-058
CEMEX FDOT# 18-058,
Location: 1429

1038378747

Order: 41435012 Dispatch: 0 Date: 02/06/2026
Ship To: 50511180 - TUSCAN SUN ENTERPRISES,5661 WATER RECLAI
AGG.P.1429,5661 WATER RECL
W JACKSON AVE & N DONNELY ST
CENTER HILL, FL 33514
Instruct: AGG.P.1429,5661 WATER RECL

Job #: 5661 WATER RECLA PO: NO PO
Product: 1037371 - LIMERK BASE CERT FOR FDOT CODE 01
Carrier:
Vehicle: 2409613 - 4654-7128,JLL TRANSPORT
Tractor / Trailer1 / Trailer 2 -/- -/-

Qty: 22.02 ton
Weighmaster:
CEMEX
Deputy Weighmaster:
Wendy Crawford
Scale: 3
In:
Out: 7:01 am

--- DRIVER ON AT TARE & GROSS ---

	lb	ton	tne
Gross:	69,940	34.97	31.72
Tare:	25,900	12.95	11.75
Net:	44,040	22.02	19.98

* P. T.
Today Loads: 3
Today Qty: 64.05 ton
0.00
0.00

CEMEX'S STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN

Signature of Receiving Agent
Driver:

METRIC CONVERSION FORMULA: POUNDS DIVIDED BY 2204.623, ROUNDED TO 2 DECIMALS
SEE REVERSE SIDE FOR PRODUCT LABEL INFORMATION

Tuscan Sun Enterprises LLC

1724 S. Bumby Ave.
Orlando, FL 32806
Phone # 407-237-0382

Invoice

Date	Invoice #
2/9/2026	2026-60072

Bill To
Cathcart Construction Company 1056 Willa Springs Drive Winter Springs, FL 32708

Sob 5661

P.O. No.	Terms	Project
	Net 30	Donnelly Storm Repair ~~5646~~

Entered on invoice

Description	Quantity	Rate	Unit Type	Amount
Hauling DOT #57 Stone (emergency load) 02-02-2026	21.09	24.37	TN	513.96
DOT #57 Stone Material	21.09	49.00	TN	1,033.41T

Thank you for your business.

E-mail Bookkeeping@tuscansunent.com

Sales Tax (7.0%)	$72.34
Total	$1,619.71
Payments/Credits	$0.00
Balance Due	$1,619.71

Vulcan Materials Company

Vulcan Construction Materials, LLC
TAFT YARD
8600 Florida Rock Road
FDOT NO: TM-469
ORLANDO, FL 32824
407-855-9902

DANGER

PELIGRO

Do not handle until the safety information presented in the Safety Data Sheet (SDS) has been read and understood. Follow applicable local, state and federal health and safety standards. For further health and safety information regarding this product, please refer to the SDS. An electronic version of the SDS is available at http://www.vulcanmaterials.com/construction-materials/safety-data-sheets or by calling 1-866-401-5424

No usar hasta que la informacion de seguridad presentada en la Ficha de Datos de Seguridad (SDS) haya sido completemente leida y entendida. Siga las reglas locales, estatales y federales de salud y seguridad. Para mayor informacion sobre la salud y seguridad de este producto, por favor referirse al documento de SDS. Una version de SDS electronica esta disponsible en http://www.vulcanmaterials.com/construction-materials/safety-data-sheets o llamando al 1-866-401-5424

RECEIVED BY:	CUSTOMER/CONSIGNEE		
X DRIVER			
DATE 2/2/2026	TIME 6:26AM	PLANT 5629-141 TAFT YARD	Ticket No 62553274
	Robert Azan-Franco		

LIMITED WARRANTY AND WARRANTY DISCLAIMER: Seller warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Seller's specification for said material or the specifications set forth in the Seller's quotation. **SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATEDABOVE.** In addition, except to the extent otherwise set forth in the specification described above, Seller makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to customer's job or to said material as used by customer. SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATION, OR FOR ANY DEFECTS IN THE MATERIALS SOLD HEREUNDER

ALL SALES AND DELIVERS MADE SUBJECT TO SELLER'S GENERAL TERMS AND CONDITIONS.

AS EVIDENCED BY SIGNATURE, OR DEPARTURE FROM SELLER'S FACILITY, CARRIER ACKNOWLEDGES THAT CARRIER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THIS VEHICLE'S TARE WEIGHT, AXLE WEIGHTS AND GROSS WEIGHT. CARRIER SHALL BE RESPONSIBLE FOR NOTIFYING SELLER WHEN ANY TRUCK OR TRAILER HAS BEEN OVERLOADED SO AS TO RENDER IT OUT OF COMPLIANCE WITH ANY APPLICABLE WEIGHT LIMITS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CARRIER SHALL INDEMNIFY SELLER FOR ANY LOSS CAUSED BY OVERLOADING

TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE

CUSTOMER: 369195 CK# TEMPORARY CUSTOMER		CUSTOMER PURCHASE ORDER:	GOVT CONTRACT:
ORDER: 41661	TEMP ORDER- Taft Yard - SED - UNKNOWN		PICKED UP
DESTINATION: TUSCAN	TEMP ORDER- Taft Yard - SED - 6654 IRON BRIDGE		ZONE/MILES
PRODUCT: 25295689	DOT #57 Limestone, CERT. FOR FDOT C10 87-049		
COMMENTS:			FL LAKE BELT FEE 1.0[illegible]

TRUCK V06	VENTUROUS	CARRIER S999	CUSTOMER PICK UP
LICENSE	2-AXLE, 10FT	TRAILER ID NO	TRAILER ID NO
FREIGHT TYPE A	AXLES 2	TARE DATE 01/08/2026	TARE EXPIRE 02/08/2026

GROSS LBS (Scale 1)	TARE LBS (Scale 0)	NET LBS	TONS	TONS TODAY	LOADS TODAY	GROSS LEGAL WT
69,400	27,220 *	42,180	21.09	21.09	1	70,000
GROSS KG	**TARE KG**	**NET KG**	**NET MG**	**MG TODAY**	**IN PLANT**	**OUT OF PLANT**
31,479	12,347	19,133	19.13	19.13	12:00 am	6:26AM

CASH SALE PER TON	MATERIAL	HAUL	OTHER CHARGE			
TOTAL	MATERIAL	HAUL	TAX	OTHER CHARGES		COD TOTAL
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME		DELAY TIME

We make deliveries inside the curb line at the customer's risk only and accept no responsibility whatsoever for damage resulting from such deliveries. * P. T.

Tuscan Sun Enterprises LLC

1724 S. Bumby Ave.
Orlando, FL 32806
Phone # 407-237-0382

Invoice

Date	Invoice #
3/2/2026	2026-60137

Bill To
Cathcart Construction Company 1056 Willa Springs Drive Winter Springs, FL 32708

P.O. No.	Terms	Project
5661	Net 30	Mt Dora Water Reclamation 5661

Entered on invoice

Description	Quantity	Rate	Unit Type	Amount
Hauling Limerock Material 02-24-2026	41.51	17.66	TN	733.07
Limerock Material	41.51	12.70	TN	527.18T

Thank you for your business.

Sales Tax (7.0%)	$36.90
Total	$1,297.15
Payments/Credits	$0.00
Balance Due	$1,297.15

E-mail Bookkeeping@tuscansunent.com

Weighed At: Center Hill Road Base 1038383442
FDOT# 18-058
CEMEX FDOT# 18-058, Location: 142

Order: 41436053 Dispatch: 0 Date: 02/24/202
Ship To: 50512577 - TUSCAN SUN ENTERPRISES,MOUNT DORA WW
AGG:P,1429,MOUNT DORA WWTP
2055 GAINES SNELL DR,MOUNT DORA
CENTER HILL, FL 33514-4002
Instruct: AGG:P,1429,MOUNT DORA WWTP

Job #: MOUNT DORA WWTP PO: NO PO
Product: 1037371 - LIMERK BASE CERT FOR FDOT CODE 01
Carrier: -
Vehicle: 2444102 - 1355-2606,VENTUROUS
Tractor / Trailer1 / Trailer 2: -/- -/-

Qty: 20.74 ton — DRIVER ON AT TARE & GROSS —
Weighmaster: CEMEX
Deputy Weighmaster: Reynolds, William Edward
Scale: 12
In:
Out: 5:47 am

	lb	ton	tne
Gross:	69,880	34.94	31.7(
Tare:	28,400	14.20	12.8(
Net:	41,480	20.74	18.8;

* P. T.

Today Loads:
Today Qty: 20.74 tor
0.0(
0.0(

CEMEX'S STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN.

Signature of Receiving Agent Driver

METRIC CONVERSION FORMULA: POUNDS DIVIDED BY 2204.623, ROUNDED TO 2 DECIMALS
SEE REVERSE SIDE FOR PRODUCT LABEL INFORMATION

Weighed At: Center Hill Road Base 1038383449
FDOT# 18-058
CEMEX FDOT# 18-058, Location: 1429

Order: 41436053 Dispatch: 0 Date: 02/24/2026
Ship To: 50512577 - TUSCAN SUN ENTERPRISES,MOUNT DORA WWT
AGG:P,1429,MOUNT DORA WWTP
2055 GAINES SNELL DR,MOUNT DORA
CENTER HILL, FL 33514-4002
Instruct: AGG:P,1429,MOUNT DORA WWTP

Job #: MOUNT DORA WWTP PO: NO PO
Product: 1037371 - LIMERK BASE CERT FOR FDOT CODE 01
Carrier: -
Vehicle: 2447989 - 1355-1710,VENTUROUS
Tractor / Trailer1 / Trailer 2: -/- -/-

Qty: 20.77 ton --- DRIVER ON AT TARE & GROSS ---
Weighmaster: CEMEX
Deputy Weighmaster: Wendy Crawford
Scale: 3
In: 5:12 am
Out: 5:57 am

	lb	ton	tne
Gross:	69,920	34.96	31.72
Tare:	28,380	14.19	12.87
Net:	41,540	20.77	18.84

Today Loads: 2
Today Qty: 41.51 ton
0.00
0.00

CEMEX'S STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN.

Signature of Receiving Agent Driver:

METRIC CONVERSION FORMULA: POUNDS DIVIDED BY 2204.623, ROUNDED TO 2 DECIMALS
SEE REVERSE SIDE FOR PRODUCT LABEL INFORMATION

HIREQUEST DIRECT

The Right People at the Right Time

2920 S. ORLANDO DR.
SANFORD, FL 32773

CUSTOMER NUMBER	CUSTOMER P.O. #	ORIGINATING OFFICE
55711		SANFORD, FL

DATE	INVOICE NUMBER
2/1/2026	2729811

PAGE: 1

BILL TO

CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
2564 CONNECTION POINT
OVIEDO, FL 32765

JOB SITE

JOB #5661 - MT DORA
FIDDLER DR
MOUNT DORA, FL 32757

You can now view time tickets and invoices and pay invoices immediately using our Customer Web Portal!
Not registered? Visit www.hirequest-direct.com and click on "Customer Login" to register.

DATE	TICKET NUMBER	EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUNT
1/26/2026	14819649	COOPER, BILLY J	CERTIFICATION-FLAGGER	9.00 R	$22.45	$202.05
1/26/2026	14819649	DAVIS, KEVIN A	CERTIFICATION-FLAGGER	9.00 R	$22.45	$202.05
1/26/2026	14819649	GRAHAM, JEFFREY	CERTIFICATION-FLAGGER	9.00 R	$22.45	$202.05
1/27/2026	14823579	COOPER, BILLY J	CERTIFICATION-FLAGGER	11.00 R	$22.45	$246.95
1/27/2026	14823579	DAVIS, KEVIN A	CERTIFICATION-FLAGGER	11.00 R	$22.45	$246.95
1/27/2026	14823579	GRAHAM, JEFFREY	CERTIFICATION-FLAGGER	11.00 R	$22.45	$246.95
1/28/2026	14825819	COOPER, BILLY J	CERTIFICATION-FLAGGER	11.00 R	$22.45	$246.95
1/28/2026	14825819	DAVIS, KEVIN A	CERTIFICATION-FLAGGER	11.00 R	$22.45	$246.95
1/28/2026	14825819	GRAHAM, JEFFREY	CERTIFICATION-FLAGGER	11.00 R	$22.45	$246.95
1/29/2026	14828689	COOPER, BILLY J	CERTIFICATION-FLAGGER	6.00 R	$22.45	$134.70
1/29/2026	14828689	DAVIS, KEVIN A	CERTIFICATION-FLAGGER	6.00 R	$22.45	$134.70
1/29/2026	14828689	GRAHAM, JEFFREY	CERTIFICATION-FLAGGER	6.00 R	$22.45	$134.70

Entered on invoice

REG HR: 111.00 OT HR: 0.00 SPC HR: 0.00 TOTAL: 111.00

AMOUNT DUE $2,491.95

PLEASE RETURN THIS PORTION FOR PROPER CREDIT

CUSTOMER NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
55711	2/1/2026	2729811	$2,491.95

ORIGINATING OFFICE	AMOUNT PAID
SANFORD, FL	

TERMS: Total amount due upon receipt. Accounts 30 days past due are subject to interest at 1.5% per month (18% annual rate). If an account is referred to an attorney for collection, customer shall pay the reasonable attorney's fee and court costs incurred by HIREQUEST DIRECT.

PLEASE REMIT TO:

HireQuest
P. O. Box 748804
Atlanta, GA, 30374-8804

For questions about this invoice please call: (321) 363-0033

SANFORD, FL
2920 S. ORLANDO DR.
SANFORD, FL 32773
Phone: (321) 363-0033

HireQuest Direct
The Right People at the Right Time

Order Number	Customer ID	Time Slip
2116646	55711	14819649

DATE 1/26/2026

Customer Job Site: CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
JOB #5661 - MT DORA
FIDDLER DR
MOUNT DORA, FL 32757

REPORT TO: SHELTON 407.922.0504 TIME: 07:00 AM
DUTIES: 3 CERTIFICATION - FLAGGER
FLAGGING

Directions/Notes: Full PPE; Radio; Paddle

✓	✓	✓	✓			CERTI	COOPER, BILLY J	10	LT							
✓	✓	✓	✓			CERTI	DAVIS, KEVIN A	9	LT							
✓	✓	✓	✓			CERTI	GRAHAM, JEFFREY	9	LT							

Attention Supervisors: Please fill the hours worked by employees, sign, and tear at perforation.
Return top portion of the time ticket and keep the bottom portion for your records. By signing, customer agrees to the terms on the reverse side of this ticket.

AUTHORIZED SIGNATURE

(Return to HireQuest Direct)

Repeat Workers: Yes or No
Date:
Time:
# of Workers:





SANFORD, FL
2920 S. ORLANDO DR.
SANFORD, FL 32773
Phone: (321) 363-0033

HireQuest Direct
The Right People at the Right Time

Order Number	Customer ID	Time Slip
2116646	55711	14828689

DATE 1/29/2026

Customer Job Site: CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
JOB #5661 - MT DORA
FIDDLER DR
MOUNT DORA, FL 32757

REPORT TO: SHELTON 407.922.0504 TIME: 07:00 AM
DUTIES: 3 CERTIFICATION - FLAGGER
FLAGGING

Directions/Notes: Full PPE; Radio; Paddle

✓	✓	✓	✓			CERTI	COOPER, BILLY J					6				
✓	✓	✓	✓			CERTI	DAVIS, KEVIN A					6				
✓	✓	✓	✓			CERTI	GRAHAM, JEFFREY					6				

Attention Supervisors: Please fill the hours worked by employees, sign, and tear at perforation.
Return top portion of the time ticket and keep the bottom portion for your records. By signing, customer agrees to the terms on the reverse side of this ticket.

AUTHORIZED SIGNATURE

(Return to HireQuest Direct)

Repeat Workers: Yes or No
Date: 1-29-2026
Time: 7-1
# of Workers: 3

HIREQUEST DIRECT

The Right People at the Right Time

2920 S. ORLANDO DR.
SANFORD, FL 32773

CUSTOMER NUMBER	CUSTOMER P.O. #	ORIGINATING OFFICE
55711	5661	SANFORD, FL

DATE	INVOICE NUMBER
3/1/2026	2745529

PAGE: 1

BILL TO

CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
2564 CONNECTION POINT
OVIEDO, FL 32765
Entered on invoice

JOB SITE

JOB #5661 - MT DORA
FIDDLER DR
MOUNT DORA, FL 32757

You can now view time tickets and invoices and pay invoices immediately using our Customer Web Portal!
Not registered? Visit www.hirequest-direct.com and click on "Customer Login" to register.

DATE	TICKET NUMBER	EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUNT
2/24/2026	14889670	BROWN, DAVID P	CERTIFICATION-FLAGGER	11.00 R	$22.45	$246.95
2/24/2026	14874711	COOPER, BILLY J	CERTIFICATION-FLAGGER	10.00 R	$22.45	$224.50
2/24/2026	14874711	DAVIS, KEVIN A	CERTIFICATION-FLAGGER	10.00 R	$22.45	$224.50
2/24/2026	14874711	GRAHAM, JEFFREY	CERTIFICATION-FLAGGER	10.00 R	$22.45	$224.50
2/24/2026	14892091	RANSOM, PHILLIP	CERTIFICATION-FLAGGER	11.00 R	$22.45	$246.95
2/25/2026	14894523	ABRAHAM, DAMINUS	CERTIFICATION-FLAGGER	9.50 R	$22.45	$213.28
2/25/2026	14895179	BROWN, DAVID P	CERTIFICATION-FLAGGER	9.50 R	$22.45	$213.28
2/25/2026	14894521	GRAHAM, JEFFREY	CERTIFICATION-FLAGGER	9.50 R	$22.45	$213.28
2/25/2026	14894521	RANSOM, PHILLIP	CERTIFICATION-FLAGGER	10.00 R	$22.45	$224.50
2/25/2026	14894523	YARJAH, SAMUEL	CERTIFICATION-FLAGGER	9.50 R	$22.45	$213.28
2/26/2026	14897251	DELLFIELD, ANTHONY J	CERTIFICATION-FLAGGER	9.00 O	$22.45	$202.05
2/26/2026	14897251	DELLFIELD, ANTHONY J	CERTIFICATION-FLAGGER	3.00 R	$22.45	$67.35
2/26/2026	14897244	EDSALL, TIMOTHY B	CERTIFICATION-FLAGGER	12.00 R	$22.45	$269.40
2/26/2026	14897251	LEWIS, LMARCUS	CERTIFICATION-FLAGGER	3.00 R	$22.45	$67.35
2/26/2026	14897251	LEWIS, LMARCUS	CERTIFICATION-FLAGGER	9.00 O	$22.45	$202.05
2/26/2026	14897251	MILLER, BENNY D	CERTIFICATION-FLAGGER	3.00 R	$22.45	$67.35
2/26/2026	14897251	MILLER, BENNY D	CERTIFICATION-FLAGGER	9.00 O	$22.45	$202.05
2/26/2026	14897244	RANSOM, PHILLIP	CERTIFICATION-FLAGGER	12.00 R	$22.45	$269.40

REG HR: 133.00 | OT HR: 27.00 | SPC HR: 0.00 | TOTAL: 160.00 | **AMOUNT DUE** | $3,592.02

PLEASE RETURN THIS PORTION FOR PROPER CREDIT

CUSTOMER NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
55711	3/1/2026	2745529	$3,592.02

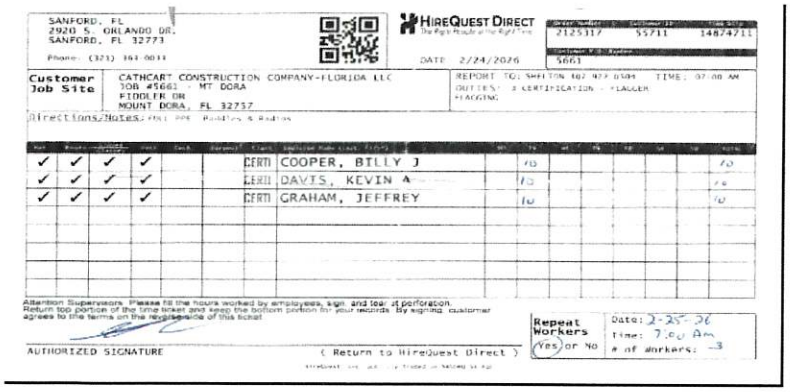
ORIGINATING OFFICE	AMOUNT PAID
SANFORD, FL	

PLEASE REMIT TO:

HireQuest
P. O. Box 748804
Atlanta, GA, 30374-8804

TERMS: Total amount due upon receipt. Accounts 30 days past due are subject to interest at 1.5% per month (18% annual rate). If an account is referred to an attorney for collection, customer shall pay the reasonable attorney's fee and court costs incurred by HIREQUEST DIRECT.

For questions about this invoice please call: (321) 363-0033



SANFORD, FL
2920 S. ORLANDO DR.
SANFORD, FL 32773
Phone: (321) 363-0033

HIREQUEST DIRECT
The Right People at the Right Time

DATE 2/24/2026

Order Number	Customer ID	Time Slip #
2125317	55711	14874711
Customer P.O. Number		
5661		

Customer Job Site
CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
JOB #5661 - MT DORA
FIDDLER DR
MOUNT DORA, FL 32757

REPORT TO: SHELTON 407 922 0504 TIME: 07:00 AM
DUTIES: 2 CERTIFICATION - FLAGGER
FLAGGING

Directions/Notes: FULL PPE. Paddles & Radios.

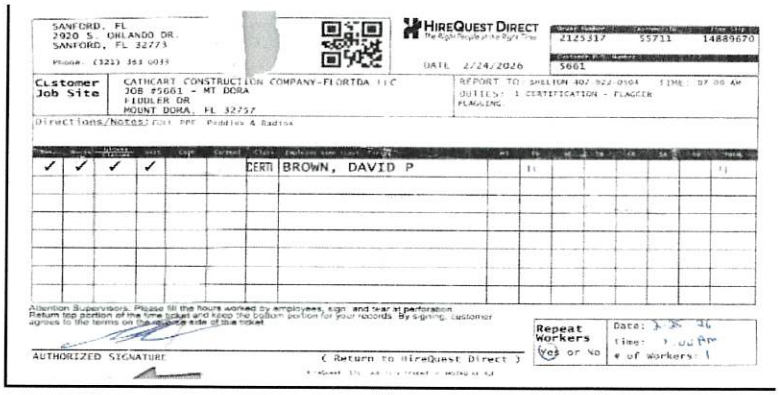
Set	Breaks	Lunch	Visit	Cash	Carpool	Class	Employee Name (Last, First)	MO	TU	WE	TH	FR	SA	SU	TOTAL
✓	✓	✓	✓			CERTI	COOPER, BILLY J		10						10
✓	✓	✓	✓			CERTI	DAVIS, KEVIN A		10						10
✓	✓	✓	✓			CERTI	GRAHAM, JEFFREY		10						10

Attention Supervisors: Please fill the hours worked by employees, sign, and tear at perforation.
Return top portion of the time ticket and keep the bottom portion for your records. By signing, customer agrees to the terms on the reverse side of this ticket.

AUTHORIZED SIGNATURE

(Return to HireQuest Direct)

Repeat Workers (Yes) or No
Date: 2-25-26
Time: 7:00 AM
# of Workers: 3



SANFORD, FL
2920 S. ORLANDO DR.
SANFORD, FL 32773
Phone: (321) 363-0033

HIREQUEST DIRECT
The Right People at the Right Time

DATE 2/24/2026

Order Number	Customer ID	Time Slip #
2125317	55711	14889670
Customer P.O. Number		
5661		

Customer Job Site
CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
JOB #5661 - MT DORA
FIDDLER DR
MOUNT DORA, FL 32757

REPORT TO: SHELTON 407-922-0504 TIME: 07:00 AM
DUTIES: 1 CERTIFICATION - FLAGGER
FLAGGING

Directions/Notes: FULL PPE. Paddles & Radios.

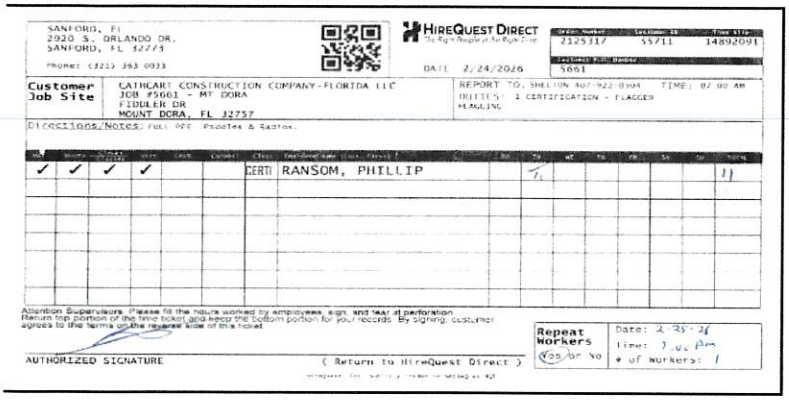
Set	Breaks	Lunch	Visit	Cash	Carpool	Class	Employee Name (Last, First)	MO	TU	WE	TH	FR	SA	SU	TOTAL
✓	✓	✓	✓			CERTI	BROWN, DAVID P		11						11

Attention Supervisors: Please fill the hours worked by employees, sign, and tear at perforation.
Return top portion of the time ticket and keep the bottom portion for your records. By signing, customer agrees to the terms on the reverse side of this ticket.

AUTHORIZED SIGNATURE

(Return to HireQuest Direct)

Repeat Workers (Yes) or No
Date: 2-25-26
Time: 7:00 AM
# of Workers: 1



SANFORD, FL
2920 S. ORLANDO DR.
SANFORD, FL 32773
Phone: (321) 363-0033

HIREQUEST DIRECT
The Right People at the Right Time

DATE 2/24/2026

Order Number	Customer ID	Time Slip #
2125317	55711	14892091
Customer P.O. Number		
5661		

Customer Job Site
CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
JOB #5661 - MT DORA
FIDDLER DR
MOUNT DORA, FL 32757

REPORT TO: SHELTON 407-922-0504 TIME: 07:00 AM
DUTIES: 1 CERTIFICATION - FLAGGER
FLAGGING

Directions/Notes: FULL PPE. Paddles & Radios.

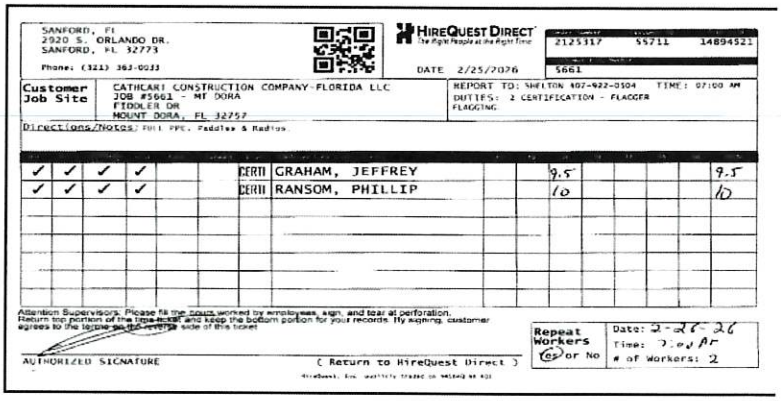
Set	Breaks	Lunch	Visit	Cash	Carpool	Class	Employee Name (Last, First)	MO	TU	WE	TH	FR	SA	SU	TOTAL
✓	✓	✓	✓			CERTI	RANSOM, PHILLIP		11						11

Attention Supervisors: Please fill the hours worked by employees, sign, and tear at perforation.
Return top portion of the time ticket and keep the bottom portion for your records. By signing, customer agrees to the terms on the reverse side of this ticket.

AUTHORIZED SIGNATURE

(Return to HireQuest Direct)

Repeat Workers (Yes) or No
Date: 2-25-26
Time: 7:00 AM
# of Workers: 1



SANFORD, FL
2920 S. ORLANDO DR.
SANFORD, FL 32773
Phone: (321) 363-0033

HIREQUEST DIRECT
The Right People at the Right Time

DATE 2/25/2026

Order Number	Customer ID	Time Slip #
2125317	55711	14894521
Customer P.O. Number		
5661		

Customer Job Site
CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
JOB #5661 - MT DORA
FIDDLER DR
MOUNT DORA, FL 32757

REPORT TO: SHELTON 407-922-0504 TIME: 07:00 AM
DUTIES: 2 CERTIFICATION - FLAGGER
FLAGGING

Directions/Notes: FULL PPE. Paddles & Radios.

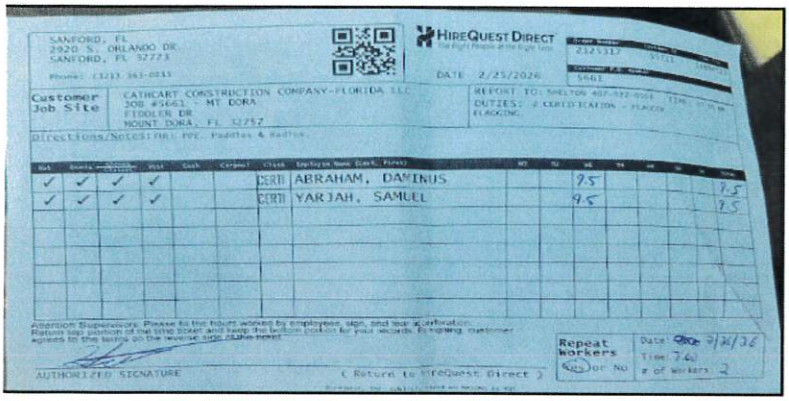
Set	Breaks	Lunch	Visit	Cash	Carpool	Class	Employee Name (Last, First)	MO	TU	WE	TH	FR	SA	SU	TOTAL
✓	✓	✓	✓			CERTI	GRAHAM, JEFFREY		9.5						9.5
✓	✓	✓	✓			CERTI	RANSOM, PHILLIP		10						10

Attention Supervisors: Please fill the hours worked by employees, sign, and tear at perforation.
Return top portion of the time ticket and keep the bottom portion for your records. By signing, customer agrees to the terms on the reverse side of this ticket.

AUTHORIZED SIGNATURE

(Return to HireQuest Direct)

Repeat Workers (Yes) or No
Date: 2-26-26
Time: 7:00 AM
# of Workers: 2



SANFORD, FL
2920 S. ORLANDO DR.
SANFORD, FL 32773
Phone: (321) 363-0033

HIREQUEST DIRECT
The Right People at the Right Time

DATE 2/25/2026

Order Number	Customer ID	Time Slip #
2125317	55711	14895179
Customer P.O. Number		
5661		

Customer Job Site
CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
JOB #5661 - MT DORA
FIDDLER DR
MOUNT DORA, FL 32757

REPORT TO: SHELTON 407-922-0504 TIME: 07:00 AM
DUTIES: 1 CERTIFICATION - FLAGGER
FLAGGING

Directions/Notes: FULL PPE. Paddles & Radios.

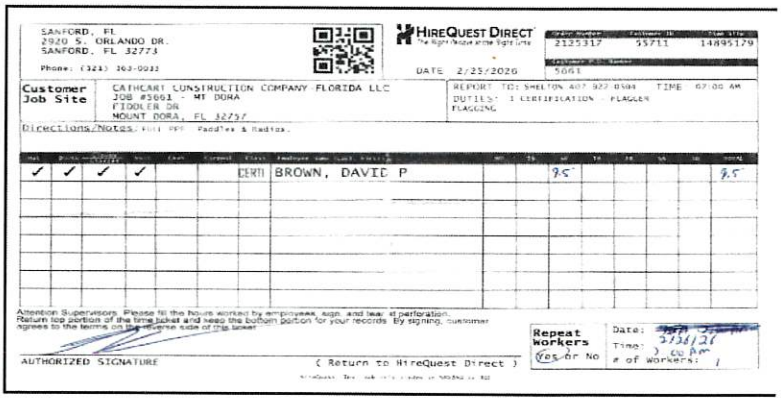
Set	Breaks	Lunch	Visit	Cash	Carpool	Class	Employee Name (Last, First)	MO	TU	WE	TH	FR	SA	SU	TOTAL
✓	✓	✓	✓			CERTI	ABRAHAM, DAMINUS			9.5					9.5
✓	✓	✓	✓			CERTI	YARJAH, SAMUEL			9.5					9.5

Attention Supervisors: Please fill the hours worked by employees, sign, and tear at perforation.
Return top portion of the time ticket and keep the bottom portion for your records. By signing, customer agrees to the terms on the reverse side of this ticket.

AUTHORIZED SIGNATURE

(Return to HireQuest Direct)

Repeat Workers (Yes) or No
Date: 2/26/26
Time: 7:00
# of Workers: 2



SANFORD, FL
2920 S. ORLANDO DR.
SANFORD, FL 32773
Phone: (321) 363-0033

HIREQUEST DIRECT
The Right People at the Right Time

DATE 2/25/2026

Order Number	Customer ID	Time Slip #
2125317	55711	14895179
Customer P.O. Number		
5661		

Customer Job Site
CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
JOB #5661 - MT DORA
FIDDLER DR
MOUNT DORA, FL 32757

REPORT TO: SHELTON 407-922-0504 TIME: 07:00 AM
DUTIES: 1 CERTIFICATION - FLAGGER
FLAGGING

Directions/Notes: FULL PPE. Paddles & Radios.

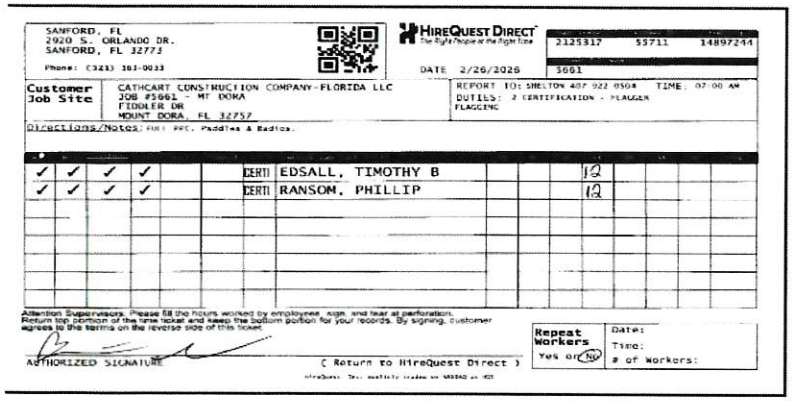
Set	Breaks	Lunch	Visit	Cash	Carpool	Class	Employee Name (Last, First)	MO	TU	WE	TH	FR	SA	SU	TOTAL
✓	✓	✓	✓			CERTI	BROWN, DAVID P			9.5					9.5

Attention Supervisors: Please fill the hours worked by employees, sign, and tear at perforation.
Return top portion of the time ticket and keep the bottom portion for your records. By signing, customer agrees to the terms on the reverse side of this ticket.

AUTHORIZED SIGNATURE

(Return to HireQuest Direct)

Repeat Workers (Yes) or No
Date: 2/26/26
Time: 7:00 AM
# of Workers: 1



SANFORD, FL
2920 S. ORLANDO DR.
SANFORD, FL 32773
Phone: (321) 363-0033

HIREQUEST DIRECT
The Right People at the Right Time

DATE 2/26/2026

Order Number	Customer ID	Time Slip #
2125317	55711	14897244
Customer P.O. Number		
5661		

Customer Job Site
CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
JOB #5661 - MT DORA
FIDDLER DR
MOUNT DORA, FL 32757

REPORT TO: SHELTON 407 922 0504 TIME: 07:00 AM
DUTIES: 2 CERTIFICATION - FLAGGER
FLAGGING

Directions/Notes: FULL PPE. Paddles & Radios.

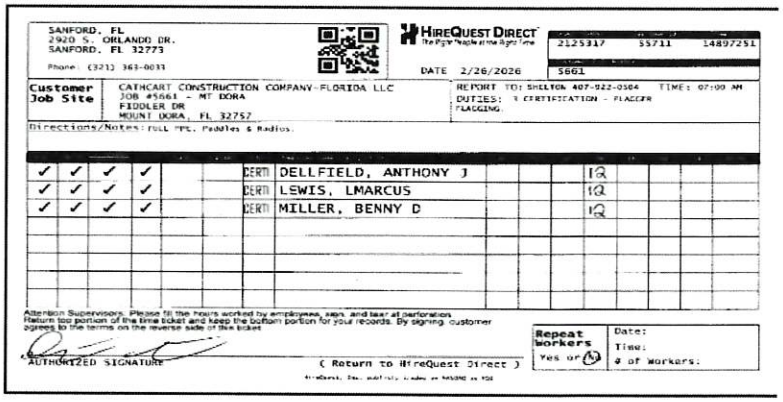
Set	Breaks	Lunch	Visit	Cash	Carpool	Class	Employee Name (Last, First)	MO	TU	WE	TH	FR	SA	SU	TOTAL
✓	✓	✓	✓			CERTI	EDSALL, TIMOTHY B			12					12
✓	✓	✓	✓			CERTI	RANSOM, PHILLIP			12					12

Attention Supervisors: Please fill the hours worked by employees, sign, and tear at perforation.
Return top portion of the time ticket and keep the bottom portion for your records. By signing, customer agrees to the terms on the reverse side of this ticket.

AUTHORIZED SIGNATURE

(Return to HireQuest Direct)

Repeat Workers Yes or (No)
Date:
Time:
# of Workers:



SANFORD, FL
2920 S. ORLANDO DR.
SANFORD, FL 32773
Phone: (321) 363-0033

HIREQUEST DIRECT
The Right People at the Right Time

DATE 2/26/2026

Order Number	Customer ID	Time Slip #
2125317	55711	14897251
Customer P.O. Number		
5661		

Customer Job Site
CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
JOB #5661 - MT DORA
FIDDLER DR
MOUNT DORA, FL 32757

REPORT TO: SHELTON 407-922-0504 TIME: 07:00 AM
DUTIES: 3 CERTIFICATION - FLAGGER
FLAGGING

Directions/Notes: FULL PPE. Paddles & Radios.

Set	Breaks	Lunch	Visit	Cash	Carpool	Class	Employee Name (Last, First)	MO	TU	WE	TH	FR	SA	SU	TOTAL
✓	✓	✓	✓			CERTI	DELLFIELD, ANTHONY J			12					12
✓	✓	✓	✓			CERTI	LEWIS, LMARCUS			12					12
✓	✓	✓	✓			CERTI	MILLER, BENNY D			12					12

Attention Supervisors: Please fill the hours worked by employees, sign, and tear at perforation.
Return top portion of the time ticket and keep the bottom portion for your records. By signing, customer agrees to the terms on the reverse side of this ticket.

AUTHORIZED SIGNATURE

(Return to HireQuest Direct)

Repeat Workers Yes or (No)
Date:
Time:
# of Workers:

Donoghue Construction Layout, LLC
711 Turnbull Avenue
Altamonte Springs, FL 32701

www.dclayout.com

INVOICE

Invoice Date: 1/25/2026
Invoice #: 20553
Due Date: 2/24/2026

To: Cathcart Construction Company, LLC
1056 Willa Springs Drive
Winter Springs, FL 32708-5214

Thank you for your business!

Project: Donnelly St.

PO #:

Date	Item	Description Entered on invoice	Qty	Rate	Line Total
1/12/2026	Field	Calc/stake 3820' of reclaim, force main along Fiddler and N. Grandview.	8	155.00	1,240.00
1/19/2026	Field	Calc/stake 3390' of water main.	8.5	155.00	1,317.50

Net 30

PC HMB
CT

Total $2,557.50

Payments/Credits $0.00

Balance Due $2,557.50

P: (321) 248-7979 · F: (321) 248-6526 · E: info@dclayout.com

Donoghue Construction Layout, LLC
711 Turnbull Avenue
Altamonte Springs, FL 32701

www.dclayout.com

INVOICE

Invoice Date: 2/25/2026
Invoice #: 20833
Due Date: 3/27/2026

To: Cathcart Construction Company, LLC
1056 Willa Springs Drive
Winter Springs, FL 32708-5214

Thank you for your business!

Project: Donnelly St.

PO #: 5661

Date	Item	Description	Qty	Rate	Line Total
		Entered on invoice			
2/13/2026	Field	As-built reclaim water line.	3	155.00	465.00
2/19/2026	Field	As-built PVC sections of reclaimed main.	6	155.00	930.00
2/20/2026	CAD	Draw and label reclaim as-built.	2	110.00	220.00

Net 30

PC HMB
CT KPS

Total $1,615.00

Payments/Credits $0.00

Balance Due $1,615.00

P: (321) 248-7979 · F: (321) 248-6526 · E: info@dclayout.com

TIERRA
GEOTECHNICAL • MATERIALS
CONTAMINATION • ENGINEERING
A CERTERRA Company

Invoice

Cathcart Construction Company
1056 Willa Springs Drive
Winter Springs, FL 32708

February 12, 2026
Project No: 16-255387-0
Invoice No: 365
Due Date: March 14, 2026

Project 16-255387-0 5111-25-136 - Cathcart Miscellaneous
5661 Donnelly Watermain Reuse Main
Professional Services from January 03, 2026 to January 25, 2026 Entered on invoice

Scope 01 Miscellaneous Testing Services - Various

Current Personnel Hourly Charges

	Hours	Rate	Amount	
Soils Engineering Technician				
Soils Engineering Technician	8.00	48.00	384.00	
Project Manager				
Project Manager	1.00	105.00	105.00	
Total Hourly Charges				**489.00**

Laboratory and Unit Costs

ASTM D1557 Max Density Optimum Moisture	1.0 EA @ 95.00	95.00	
Total Laboratory and Unit Costs			**95.00**
		Total this Scope	**584.00**
	Total this Invoice	**Term: Net30**	**584.00**

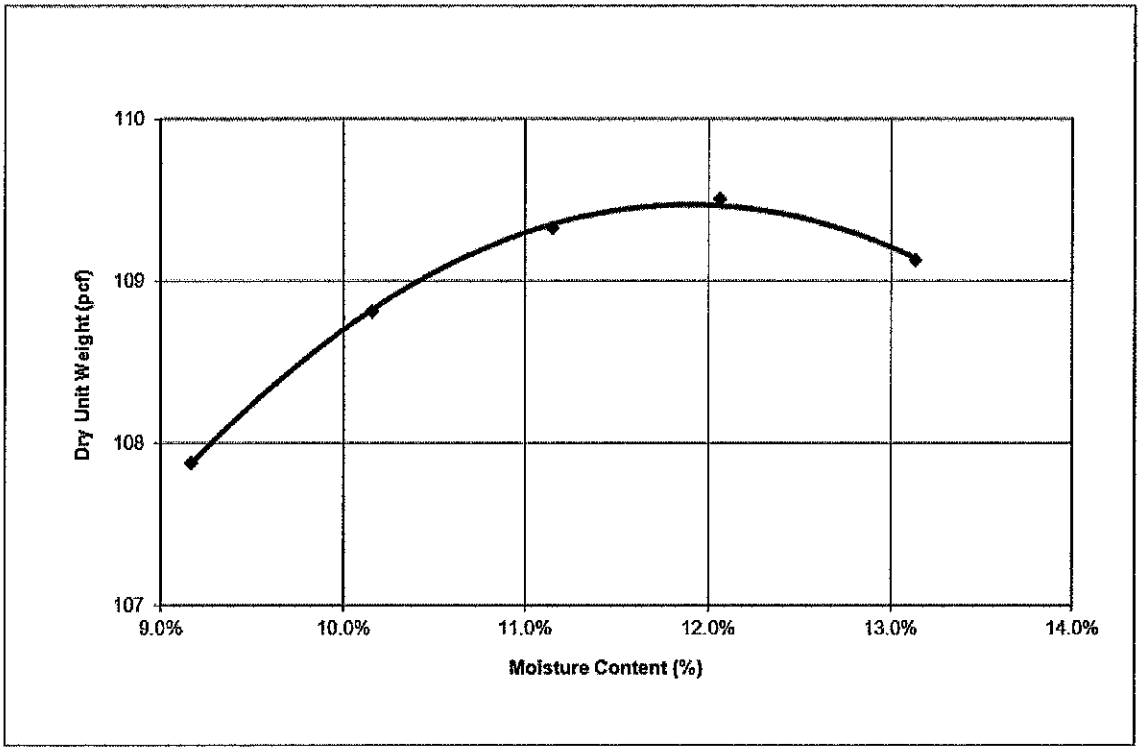
TIERRA

591 Susan B. Britt Court • Winter Garden, Florida 34787
Phone: (407) 877-1354 • Fax: (407) 654-7347
Florida Certification No. 6486

RESULTS OF LABORATORY TESTING

Tested for	Ryan Whitmer Cathcart Construction Company 1056 Willa Springs Drive Winter Springs, FL 32708	Project:	Cathcart Misc - #5661 Donnelly Watermain Reuse Main
		Material Use:	Pipe Backfill
		Project No:	5111-25-136
Date:	1/16/2026	Sample No:	1

MOISTURE-DENSITY RELATIONSHIP



Maximum Density	109.5 pcf	Description:	Lt Tan Sand w/Traces of Dark Brown Sand
Optimum Moisture	11.9 %		
Test Method:	T-180 Modified	Sample Location:	Pipe Backfill
Tested By:	E.Santana		
Sampled by:	T.Gardener		
Passing #4 Sieve:	100.0%		
Sample Date:	1/12/2026	Sampled in Accordance with AASHTO R-90	

Copies:

Respectfully Submitted,
TIERRA INC.

This report shall not be reproduced, except in full, without the written permission of the laboratory



All Florida HDD LLC

4215 SW High Meadows Ave
Palm city, FL 34990

Invoice

Date	Invoice #
2/27/2026	1177

Bill To
Cathcart Construction Company 1056 Willa Springs Drive Winter Springs, FL 32708 United States

Customer Job #	Terms	Due Date	Project
	Net 30	3/29/2026	#26011 Donnelly St.

Entered on invoice

Item Code	Description	Quantity	Price Each	Amount
DBOR	Bore 4 - 20" HDPE WM D. Bore 260'	260	135.00	35,100.00
DBOR	Bore 5 - 20" HDPE WM D. Bore 360'	360	135.00	48,600.00
DBOR	Bore 6 - 20" HDPE WM D. Bore 1020'	1,020	135.00	137,700.00

Thank you for your business.

Total $221,400.00

All Florida HDD LLC

4215 SW High Meadows Ave
Palm city, FL 34990

Invoice

Date	Invoice #
3/6/2026	1182

Bill To
Cathcart Construction Company 1056 Willa Springs Drive Winter Springs, FL 32708 United States

Customer Job #	Terms	Due Date	Project
5661	Net 30	4/5/2026	#26011 Donnelly St.

Entered on invoice

Item Code	Description	Quantity	Price Each	Amount
DBOR	Bore 7 - 20" HDPE WM D. Bore 1100'	1,100	135.00	148,500.00

Thank you for your business.

Total $148,500.00

INVOICE

Advanced Tapping, LLC
903 S Charles Richard Beall Blvd Ste 4
Debary, FL 32713-9755

a.herring@advancedtapping.com
+1 (407) 590-8625

Cathcart Construction Company-Florida, LLC:Donnelly St. 441 Mt. Dora

Bill to
Nikki
Cathcart Construction Company-Florida, LLC
Attn: Accounts Payable
1056 Willa Springs Drive
Winter Springs, Florida 32708
Untied States

Entered on invoice

Invoice details
Invoice no.: 1264
Terms: Net 30
Invoice date: 03/06/2026
Due date: 04/05/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**16 inch tap and test**		1	$1,650.00	$1,650.00

Total **$1,650.00**

Quality Petroleum Corporation

P.O. Box 3889
LAKELAND, FL 33802

863-687-2682

Invoice

Invoice No: 1008989
Invoice Date: 01/30/26

Branch: 1

Sold To: 995084
CATHCART CONSTRUCTION COMPANY-FLORIDA
1056 WILLA SPRINGS DRIVE
==EMAIL CUSTOMER==
WINTER SPRINGS, FL 32708

Shipped To: CCC-LIMITAVENUE
CATHCART CONSTRUCTION CO
301 LIMIT AVE
MT DORA WATER REUSE MAIN P5661
MOUNT DORA, FL 32757

Salesperson	Delivery Date	Truck	Shipped Via	Purchase Order	Terms	User
01	01/30/26	TRK01	17010	5661	Net 30	st

	Product	SC	Quantity	Price	Disc	Amount
	From branch: 4					
1	35 – ULTRA LOW SULFUR DYED DIESEL 15PPM	R	502.40 Gallon	2.97000		1,492.13
			Products Total			**$1,492.13**
	FEDERAL LUST		502.40	0.00100		0.50
	FEDERAL OIL SPILL/SUPERFUND FEE		502.40	0.00429		2.16
	FL POLLUTION TAX DSL		502.40	0.02071		10.40
	FL SALES TAX		1505.19	0.06000		90.31
	LAKE SALES TAX		1505.19	0.01000		15.05
	Entered on invoice			**Taxes and Fees Total**		**$118.42**
				Invoice Balance		**$1,610.55**

Invoice

1 1 Units HM. Fuel Oil No. 2 Combustible Liq. 3. NA1993. PGIII. DYED DIESEL FUEL NON TAXABLE USE ONLY, PENALTY FOR TAXABLE USE

IN ANY EMEREGENCY INVOLVING THIS SHIPMENT WHICH ENDANGERS LIFE OR PROPERTY:
**********CALL 1-888-255-3924 DAY OR NIGHT********

Customer Copy

Printed: 2/2/2026 09:41 Created: 2/2/2026 08:35 Modified: 2/2/2026 09:41 Page 1 of 1

Quality Petroleum Corp
PO BOX 3889
Lakeland, FL 33802
863-687-2682
www.qpetro.com

Quality Petroleum Corp
PO BOX 3889
Lakeland FL 33802
863-687-2682

ACCT: 995084 : CCC-LIMITAVENUE

TICKET / INVOICE #: 1008989
SALE #: 1732
DATE:01/30/26 15:00 :DONE

BILLING INFO:
CATHCART CONSTRUCTION COMPANY-FLORIDA
EMAIL CUSTOMER
1056 WILLA SPRINGS DRIVE
WINTER SPRINGS FL 32708

DELIVERY INFO:
CATHCART CONSTRUCTION CO
301 LIMIT AVENUE
MT DORA WATER REUSE MAIN P5661
MOUNT DORA 32757

Drvr: 1 Trk: 856

NA1993 FUEL OIL (2) 3 PG 111 OFF HWY USE DIESEL FUEL/NOT FOR MOTOR VEHICLE USE
35 - ULTRA LOW SULFUR DYED DIE

Total Vol	502.4
SALE #:	1732
Vol. Delivered	502.4

Quality Petroleum Corporation

P.O. Box 3889
LAKELAND, FL 33802

863-687-2682

Invoice

Invoice No: 0000376920
Invoice Date: 02/16/26

Branch: 1

Sold To: 995084
CATHCART CONSTRUCTION COMPANY-FLORIDA
1056 WILLA SPRINGS DRIVE
==EMAIL CUSTOMER==
WINTER SPRINGS, FL 32708

Shipped To: CCC-LIMITAVENUE
CATHCART CONSTRUCTION CO
301 LIMIT AVE
MT DORA WATER REUSE MAIN P5661
MOUNT DORA, FL 32757

Salesperson	Delivery Date	Truck	Shipped Via	Purchase Order	Terms	User
01	02/16/26	TRK01	8772	5661	Net 30	ss

	Product	SC	Quantity	Price	Disc	Amount
	From branch: 4					
	BOL: 0000376920					
1	35 – ULTRA LOW SULFUR DYED DIESEL 15PPM	R	520.00 Gallon	2.92000		1,518.40
				Products Total		**$1,518.40**
	FEDERAL LUST		520.00	0.00100		0.52
	FEDERAL OIL SPILL/SUPERFUND FEE		520.00	0.00429		2.23
	FL POLLUTION TAX DSL		520.00	0.02071		10.77
	FL SALES TAX		1531.92	0.06000		91.91
	LAKE SALES TAX		1531.92	0.01000		15.32
	Entered on invoice			**Taxes and Fees Total**		**$120.75**

Invoice Balance	$1,639.15

Invoice

1 1 Units HM. Fuel Oil No. 2 Combustible Liq. 3. NA1993. PGIII. DYED DIESEL FUEL NON TAXABLE USE ONLY, PENALTY FOR TAXABLE USE

IN ANY EMEREGENCY INVOLVING THIS SHIPMENT WHICH ENDANGERS LIFE OR PROPERTY:
**********CALL 1-888-255-3924 DAY OR NIGHT*******

Customer Copy

FERGUSON
WATERWORKS
801 THORPE ROAD
ORLANDO, FL 32824-8016

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2214002	$5,116.26	69654	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-ORLANDO WATERWORKS #126
PO BOX 541079
ATLANTA, GA 30353-4079

Please contact with Questions: 407-859-7473

MASTER ACCOUNT NUMBER: 728336

SHIP TO:

COUNTER PICK UP
801 THORPE ROAD
ORLANDO, FL 32824-8016

CATHCART CONSTR CO-FL LLC
1056 WILLA SPRINGS DRIVE
MT DORE EMERGENCY FIX
WINTER SPRINGS, FL 32708

Entered on invoice

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
126	126	FL2ORA	5661 - 16" DIP	KTM	5661 N DONNELLY	02/03/26	IO 118130

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
2	2	MJLSLA16	16X15 MJ C153 LONG SLV L/A	1312.000	EA	2624.00
2	2	SSLCE16AP	16 PVC WDG REST *ONELOK W/A	609.000	EA	1218.00
2	2	SSLDE16AP	16 DI WDG REST *ONELOK W/A	481.000	EA	962.00
500	0	TW12SLDUFP500	12GA SLD COP UF WIRE PURP 500		M	0.00
			INVOICE SUB-TOTAL			**4804.00**
			TAX	Orange		**312.26**

****

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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TERMS: **NET 10TH PROX** **ORIGINAL INVOICE** **TOTAL DUE** **$5,116.26**

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INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2212126	$4,827.84	69654	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-SANFORD WATERWORKS #1113
PO BOX 541079
ATLANTA, GA 30353-4079

Please contact with Questions: 407-859-7473

MASTER ACCOUNT NUMBER: 728336

SHIP TO:

COUNTER PICK UP
1470 BOBBY LEE POINT
SANFORD, FL 32771-8077

CATHCART CONSTR CO-FL LLC
1056 WILLA SPRINGS DRIVE
MT DORE EMERGENCY FIX
WINTER SPRINGS, FL 32708

Entered on invoice

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1113	1113	FL2SEM	20X2 CAPS	KTM	MT DORE EMERGENCY FIX	02/05/26	IO 118149

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
4	4	MJTCAPLA20K	20X2 MJ C153 TAP CAP L/A	1128.000	EA	4512.00
			INVOICE SUB-TOTAL			**4512.00**
			TAX	Seminole		**315.84**

****

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TERMS: **NET 10TH PROX** **ORIGINAL INVOICE** **TOTAL DUE** **$4,827.84**

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INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2214419	$2,105.76	69654	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-SANFORD WATERWORKS #1113
PO BOX 541079
ATLANTA, GA 30353-4079

Please contact with Questions: 407-859-7473

MASTER ACCOUNT NUMBER: 728336

SHIP TO:

COUNTER PICK UP
1470 BOBBY LEE POINT
SANFORD, FL 32771-8077

CATHCART CONSTR CO-FL LLC
1056 WILLA SPRINGS DRIVE
MT DORE EMERGENCY FIX
WINTER SPRINGS, FL 32708

Entered on invoice

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1113	1113	FL2SEM	02.04	KTM	MT DORE EMERGENCY FIX	02/05/26	IO 118149

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
4	4	IGTF	3/4 GALV MI 150# TEE	11.000	EA	44.00
2	2	IBRLFBFD	LF 3/4X1/2 BRS BUSH	6.000	EA	12.00
4	4	IBRLFBKF	LF 2X3/4 BRS BUSH	30.000	EA	120.00
8	8	IGNFP	3/4X4 GALV STL NIP	8.000	EA	64.00
4	4	A94ALF10401A	LF 3/4 BRS 600# NPT FP BV	80.000	EA	320.00
2	2	FNW200AK	2 SS 1000# THRD 2PC FP BV LL	594.000	EA	1188.00
4	4	FNWXLFG0300L	LFN LIQ 2-1/2 STL BR GA 0-300 1/4 M	55.000	EA	220.00
			INVOICE SUB-TOTAL			**1968.00**
			TAX	Seminole		**137.76**

****

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TERMS: **NET 10TH PROX** **ORIGINAL INVOICE** **TOTAL DUE** **$2,105.76**

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INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2214036	$4,866.00	69654	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-ORLANDO WATERWORKS #126
PO BOX 541079
ATLANTA, GA 30353-4079

Please contact with Questions: 407-859-7473

MASTER ACCOUNT NUMBER: 728336

SHIP TO:

N DONNELLY REUSE & WATERMAIN
N GRANDVIEW STREET
MOUNT DORA, FL 32757

CATHCART CONSTR CO-FL LLC
1056 WILLA SPRINGS DRIVE
MT DORE EMERGENCY FIX
WINTER SPRINGS, FL 32708

Entered on invoice

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
126	126	FL2LAK	5661 - 16" DIP	KTM	5661 N DONNELLY	02/06/26	118155

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
20	20	AFT52P16ZN	16 CL52 CL DI Z/PLT FASTITE PIPE	190.000	FT	3800.00
			INVOICE SUB-TOTAL			**3800.00**
			DELIVERY			**800.00**
			TAX	Lake		**266.00**

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TERMS: **NET 10TH PROX** **ORIGINAL INVOICE** **TOTAL DUE** **$4,866.00**

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INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2215978	$119.84	56115	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-SANFORD WATERWORKS #1113
PO BOX 541079
ATLANTA, GA 30353-4079

Please contact with Questions: 407-859-7473

MASTER ACCOUNT NUMBER: 728336

SHIP TO:

COUNTER PICK UP
1470 BOBBY LEE POINT
SANFORD, FL 32771-8077

CATHCART CONSTR CO-FL LLC
1056 WILLA SPRINGS DRIVE
WINTER SPRINGS, FL 32708

Entered on invoice

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1113	1113	FL2SEM	5661	KTM	MT DORA	02/12/26	IO 118201

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
4	4	ACF273600181	3X100 LS100 11 STAKE SILT FNC BLAC	28.000	RL	112.00
			INVOICE SUB-TOTAL			**112.00**
			TAX	Seminole		**7.84**

****

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TERMS: **NET 10TH PROX** **ORIGINAL INVOICE** **TOTAL DUE** **$119.84**

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INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2217319	$619.53	56115	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-SANFORD WATERWORKS #1113
PO BOX 541079
ATLANTA, GA 30353-4079

Please contact with Questions: 407-859-7473

MASTER ACCOUNT NUMBER: 728336

SHIP TO:

COUNTER PICK UP
1470 BOBBY LEE POINT
SANFORD, FL 32771-8077

CATHCART CONSTR CO-FL LLC
1056 WILLA SPRINGS DRIVE
WINTER SPRINGS, FL 32708

Entered on invoice

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1113	1113	FL2SEM	5661	KTM	MT DORA 16"	02/18/26	IO 118230

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
500	500	TW10SLDUFP500	10GA SLD COP UF WIRE PURP 500	1050.000	M	525.00
6	6	PSPWT210	2X100 10 MIL PIPE WRAP TAPE	9.000	EA	54.00
			INVOICE SUB-TOTAL			**579.00**
			TAX	Seminole		**40.53**

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TERMS: **NET 10TH PROX** **ORIGINAL INVOICE** **TOTAL DUE** **$619.53**

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INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2219256	$3,808.44	69654	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-ORLANDO WATERWORKS #126
PO BOX 541079
ATLANTA, GA 30353-4079

Please contact with Questions: 407-859-7473

MASTER ACCOUNT NUMBER: 728336

SHIP TO:

COUNTER PICK UP
801 THORPE ROAD
ORLANDO, FL 32824-8016

CATHCART CONSTR CO-FL LLC
1056 WILLA SPRINGS DRIVE
MT DORE EMERGENCY FIX
WINTER SPRINGS, FL 32708

Entered on invoice

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
126	126	FL2ORA	5661 - HDPE	KTM	MT DORE EMERGENCY FIX	02/27/26	IO 118309

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
6	4	PED11MJA20	20 DIPS PC200 DR11 MJ ADPT	894.000	EA	3576.00
3	0	IMJAPHDI20	20 HDPE DIPS IPS ACCY MJ PK W/GLND		EA	0.00
3	0	IMJAPHDI20	20 HDPE DIPS IPS ACCY MJ PK W/GLND		EA	0.00
			INVOICE SUB-TOTAL			**3576.00**
			TAX	Orange		**232.44**

****

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TERMS: **NET 10TH PROX** **ORIGINAL INVOICE** **TOTAL DUE** **$3,808.44**

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INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2219524	$4,138.55	69654	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-SANFORD WATERWORKS #1113
PO BOX 541079
ATLANTA, GA 30353-4079

Please contact with Questions: 407-859-7473

MASTER ACCOUNT NUMBER: 728336

SHIP TO:

N DONNELLY REUSE & WATERMAIN
N GRANDVIEW STREET
MOUNT DORA, FL 32757

CATHCART CONSTR CO-FL LLC
1056 WILLA SPRINGS DRIVE
MT DORE EMERGENCY FIX
WINTER SPRINGS, FL 32708

Entered on invoice

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1113	1113	FL2SEM	5661 - ARV BRS	KTM	5661 N DONNELLY	02/27/26	IO 118313

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
18	18	FC8477NL	LF 2 MIP X CTS PJ COUP	134.000	EA	2412.00
100	100	PEC9BLK100	2X100 CTS DR9 HDPE BLUE PIPE	290.000	C	290.00
100	100	PEC9PLK100	2X100 CTS DR9 HDPE PIPE PURP	290.000	C	290.00
40	40	P40BEPK20	2X20 FT PVC S40 BE PIPE	142.000	C	56.80
9	7	FNWX410CK	LF 2 BRS 600# WOG THRD 2PC FP BV	117.000	EA	819.00
			INVOICE SUB-TOTAL			**3867.80**
			TAX	Seminole		**270.75**

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TERMS: **NET 10TH PROX** **ORIGINAL INVOICE** **TOTAL DUE** **$4,138.55**

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INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2219464	$2,837.64	69654	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-SANFORD WATERWORKS #1113
PO BOX 541079
ATLANTA, GA 30353-4079

Please contact with Questions: 407-859-7473

MASTER ACCOUNT NUMBER: 728336

SHIP TO:

N DONNELLY REUSE & WATERMAIN
N GRANDVIEW STREET
MOUNT DORA, FL 32757

CATHCART CONSTR CO-FL LLC
1056 WILLA SPRINGS DRIVE
MT DORE EMERGENCY FIX
WINTER SPRINGS, FL 32708

Entered on invoice

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1113	1113	FL2SEM	5661 - ARV BOXES	KTM	MT DORE EMERGENCY FIX	02/27/26	IO 118313

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
4	3	WPH30P	13X16X32 PURP POLY ARV ENC NEED TO PICK UP (4) BLUE TO RETURN OFF OF 2216371	884.000	EA	2652.00
			INVOICE SUB-TOTAL			**2652.00**
			TAX	Seminole		**185.64**

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TERMS: **NET 10TH PROX** **ORIGINAL INVOICE** **TOTAL DUE** **$2,837.64**

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INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2216371	$42,770.12	69654	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-SANFORD WATERWORKS #1113
PO BOX 541079
ATLANTA, GA 30353-4079

MASTER ACCOUNT NUMBER: 728336

Please contact with Questions: 407-859-7473

SHIP TO:

COUNTER PICK UP
1470 BOBBY LEE POINT
SANFORD, FL 32771-8077

CATHCART CONSTR CO-FL LLC
1056 WILLA SPRINGS DRIVE
MT DORE EMERGENCY FIX
WINTER SPRINGS, FL 32708

Entered on invoice

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1113	1113	FL2SEM	5661 - ARVS	KTM	5661 N DONNELLY	02/27/26	IO 118307

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
9	9	FFCD2021840IP7	16X2 IP DBL STRP SS EPOX SDL	401.000	EA	3609.00
9	9	FFB17007NL	LF 2 MIP X FIP BALL CORP	456.000	EA	4104.00
9	9	GBRNKCL	LF 2XCLOSE BRS NIP GBL	35.000	EA	315.00
9	9	AD040P0K	2 COMB AIR RELEASE VLV	2350.000	EA	21150.00
9	9	GBRNJ36	LF 1-1/2X36 BRS NIP GBL	228.000	EA	2052.00
18	18	IBRLF9J	LF 1-1/2 BRS 90 ELL	41.000	EA	738.00
9	9	GBRNJP	LF 1-1/2X4 BRS NIP GBL	42.000	EA	378.00
9	9	WPH30B	13X16X32 BLUE POLY ARV ENC	884.000	EA	7956.00
			INVOICE SUB-TOTAL			**40302.00**
			TAX	Seminole		**2468.12**

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TERMS: **NET 10TH PROX** **ORIGINAL INVOICE** **TOTAL DUE** **$42,770.12**

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INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2219371	$13,189.76	69654	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-ORLANDO WATERWORKS #126
PO BOX 541079
ATLANTA, GA 30353-4079

Please contact with Questions: 407-859-7473

MASTER ACCOUNT NUMBER: 728336

SHIP TO:

STAR PIPE PRODUCTS
2008 TRADEPORT DRIVE
ORLANDO, FL 32824

CATHCART CONSTR CO-FL LLC
1056 WILLA SPRINGS DRIVE
MT DORE EMERGENCY FIX
WINTER SPRINGS, FL 32708

Entered on invoice

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
126	126	FL2SEM	5661 - 20X16 RED	KTM	5661 N DONNELLY	03/03/26	ID 118328

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
4	4	MJRLA2016	20X16 MJ C153 RED L/A	1526.000	EA	6104.00
4	4	SPVCPKS4020N	20 SBOND PVC SGRIP SER 4000 W/ ACC	940.000	EA	3760.00
4	4	SPVCPKS4016N	16 SBOND PVC SGRIP SER 4000 W/ ACC	633.000	EA	2532.00
			INVOICE SUB-TOTAL			**12396.00**
			TAX	Seminole		**793.76**

****

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.

Remit to Change: Please make note of the updated remit to address above

Instead of paying by check, consider going to *Ferguson.com/billpay* to learn about our free, secure, and convenient online payment platform. Here you can find copies of invoices, pay online, and enroll in our new auto-pay solution!

TERMS: **NET 10TH PROX** **ORIGINAL INVOICE** **TOTAL DUE** **$13,189.76**

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.

FERGUSON®
WATERWORKS
1470 BOBBY LEE POINT
SANFORD, FL 32771-8077

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2217918	$12,819.82	69654	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-SANFORD WATERWORKS #1113
PO BOX 541079
ATLANTA, GA 30353-4079

Please contact with Questions: 407-859-7473

MASTER ACCOUNT NUMBER: 728336

SHIP TO:

DONNELLY
2116 N DONNELLY ST
MOUNT DORA, FL 32757

CATHCART CONSTR CO-FL LLC
1056 WILLA SPRINGS DRIVE
MT DORE EMERGENCY FIX
WINTER SPRINGS, FL 32708

Entered on invoice #2

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1113	1113	FL2SEM	16" TAPN VALVE	KTM	N DONNELY REPAIR	03/05/26	IO 118357

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1	1	AFC2516TMLAOL	16 DI MJ RW OL TAPN VLV L/A	12047.000	EA	12047.00
			INVOICE SUB-TOTAL			**12047.00**
			TAX	Seminole		**772.82**

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TERMS: **NET 10TH PROX** **ORIGINAL INVOICE** **TOTAL DUE** **$12,819.82**

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.

FERGUSON®
WATERWORKS
1470 BOBBY LEE POINT
SANFORD, FL 32771-8077

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2219464-1	$945.88	69654	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-SANFORD WATERWORKS #1113
PO BOX 541079
ATLANTA, GA 30353-4079

Please contact with Questions: 407-859-7473

MASTER ACCOUNT NUMBER: 728336

SHIP TO:

N DONNELLY REUSE & WATERMAIN
N GRANDVIEW STREET
MOUNT DORA, FL 32757

CATHCART CONSTR CO-FL LLC
1056 WILLA SPRINGS DRIVE
MT DORE EMERGENCY FIX
WINTER SPRINGS, FL 32708

Entered on invoice #2

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1113	1113	FL2SEM	5661 - ARV BOXES	KTM	MT DORE EMERGENCY FIX	03/05/26	IO 118357

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1	1	WPH30P	13X16X32 PURP POLY ARV ENC NEED TO PICK UP (4) BLUE TO RETURN OFF OF 2216371	884.000	EA	884.00
			INVOICE SUB-TOTAL			**884.00**
			TAX	Seminole		**61.88**

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TERMS: **NET 10TH PROX** **ORIGINAL INVOICE** **TOTAL DUE** **$945.88**

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FERGUSON
WATERWORKS
801 THORPE ROAD
ORLANDO, FL 32824-8016

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2219256-1	$3,186.48	69654	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-ORLANDO WATERWORKS #126
PO BOX 541079
ATLANTA, GA 30353-4079

Please contact with Questions: 407-859-7473

MASTER ACCOUNT NUMBER: 728336

SHIP TO:

COUNTER PICK UP
801 THORPE ROAD
ORLANDO, FL 32824-8016

CATHCART CONSTR CO-FL LLC
1056 WILLA SPRINGS DRIVE
MT DORE EMERGENCY FIX
WINTER SPRINGS, FL 32708

Entered on invoice #2

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
126	126	FL2ORA	5661 - HDPE	KTM	MT DORE EMERGENCY FIX	03/04/26	IO 118340

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
2	2	PED11MJA20	20 DIPS PC200 DR11 MJ ADPT	894.000	EA	1788.00
2	2	IMJAPHDI20	20 HDPE DIPS IPS ACCY MJ PK W/GLND	485.000	EA	970.00
2	2	FNWX410CK	LF 2 BRS 600# WOG THRD 2PC FP BV	117.000	EA	234.00
			INVOICE SUB-TOTAL			**2992.00**
			TAX	Orange		**194.48**

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TERMS: **NET 10TH PROX** **ORIGINAL INVOICE** **TOTAL DUE** **$3,186.48**

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ISCO Industries, Inc.
100 Witherspoon Street
Louisville, KY 40202
isco-pipe.com | 800-345-4726

INVOICE

INVOICE NUMBER	09094988
INVOICE DATE	02/04/26
TERMS	NET 30
DUE DATE	03/06/26
PAGE	1 OF 1

BILL TO
CATHCART CONSTRUCTION COMPANY
1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708-5214

SHIP TO
CATHCART CONSTRUCTION
SHELTON
N GRANDVIEW ST
OROBLANCO WAY
MOUNT DORA, FL 32757

Entered on invoice

ORDER NO.	ORDER DATE	ORDERED BY	CUSTOMER P/O NO.	JOB NO.
09081789	12/31/25	Ryan Whitmer	5661-1	5661 Mt Dora
CUSTOMER NO.	**SHIP DATE**	**SHIP VIA**	**TRACKING NO.**	**FREIGHT TERMS**
131608	02/03/26	Best Way		PREPAID AND ALLOW

PRODUCT / DESCRIPTION	QUANTITY SHIPPED	PRICE	U/M	EXTENSION
10201110* 20" DR 11 DIPS PIPE HDPE AWWA BLUE STR	1,600	50.10	FT	80,160.00

Special Instructions:
ORDER # 119535
DELIVERY # 266100
02/03/26

* Denotes Non-Stocking Item

SALES TOTAL	MISC. CHARGE	SHIPPING/HANDLING	SALES TAX	DEPOSIT APPLIED	CUR	INVOICE TOTAL
80,160.00	0.00	0.00	4,859.60	0.00	USD	85,019.60

Check Payment:
ISCO Industries, Inc.
1974 Solutions Center
Chicago, IL 60677-1009

ACH and Wire Payments (Preferred):
ISCO Industries, Inc.
PNC Bank
SWIFT Code: PNCCUS33
ABA 083000108
Acct# 3007299889
Email remittance advice to ARremit@isco-pipe.com

ISCO Standard Terms and Conditions apply. Please visit https://www.isco-pipe.com/terms-and-conditions.aspx

ISCO Industries, Inc.
100 Witherspoon Street
Louisville, KY 40202
isco-pipe.com | 800-345-4726

INVOICE

INVOICE NUMBER	09095049
INVOICE DATE	02/06/26
TERMS	NET 30
DUE DATE	03/08/26
PAGE	1 OF 1

BILL TO
CATHCART CONSTRUCTION COMPANY
1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708-5214

SHIP TO
CATHCART CONSTRUCTION
SHELTON
N GRANDVIEW ST
OROBLANCO WAY
MOUNT DORA, FL 32757

Entered on invoice

ORDER NO.	ORDER DATE	ORDERED BY	CUSTOMER P/O NO.	JOB NO.
09081789	12/31/25	Ryan Whitmer	5661-1	5661 Mt Dora
CUSTOMER NO.	**SHIP DATE**	**SHIP VIA**	**TRACKING NO.**	**FREIGHT TERMS**
131608	02/04/26	Best Way		PREPAID AND ALLOW

PRODUCT / DESCRIPTION	QUANTITY SHIPPED	PRICE	U/M	EXTENSION
10201110* 20" DR 11 DIPS PIPE HDPE AWWA BLUE STR	1,400	50.10	FT	70,140.00

Special Instructions:
ORDER # 119535
DELIVERY # 266171,266172
02/04/26

*** Denotes Non-Stocking Item**

SALES TOTAL	MISC. CHARGE	SHIPPING/HANDLING	SALES TAX	DEPOSIT APPLIED	CUR	INVOICE TOTAL
70,140.00	**0.00**	**0.00**	**4,258.40**	**0.00**	**USD**	**74,398.40**

Check Payment:
ISCO Industries, Inc.
1974 Solutions Center
Chicago, IL 60677-1009

ACH and Wire Payments (Preferred):
ISCO Industries, Inc.
PNC Bank
SWIFT Code: PNCCUS33
ABA 083000108
Acct# 3007299889
Email remittance advice to ARremit@isco-pipe.com

ISCO Standard Terms and Conditions apply. Please visit https://www.isco-pipe.com/terms-and-conditions.aspx

SUNBELT RENTALS®

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO.	178768270-0001
ACCOUNT NO.	18137
INVOICE DATE	1/28/26
PAGE	1 of 1

INVOICE TO

1oz - 398 - 410
CATHCART CONTRACTING COMPANY
1056 WILLA SPRINGS DRIVE
WINTER SPRINGS, FL 32708

RECEIVED BY	CONTRACT NO.
WILLIAMS, JUSTIN	178768270
PURCHASE ORDER NO.	
5661	
JOB NO.	
1 - DONNELLY ST MESS	

JOB ADDRESS
FIDDLER & GRANDVIEW MOT 5661
2100 N DONNELLY ST
NOT ACTUAL ADDRESS ROAD WORK
MOUNT DORA, FL 32757

407-629-2900 Entered on invoice

BRANCH
ORLANDO TRAFFIC & SAFETY
4180 N ORANGE BLOSSOM TRL
ORLANDO, FL 32804 2709
689-206-6978

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
150.00	DRUM ENG GRADE	1.00	1.00	5.00	10.00	1500.00
3.00	ADA WALL ORANGE WITH BLK SUNBELT LOG	5.00	5.00	15.00	35.00	105.00
10.00	48"X48" HI INTENSITY SIGN	3.00	3.00	10.00	30.00	300.00
7.00	48"X48" HI INTENSITY SIGN	3.00	3.00	10.00	30.00	210.00
	Billed from 1/15/26 thru 2/06/26					
	2-RWA					
	2-FA					
	2-OLRA					
	1-RSC					
1.00	SIGN STAND	1.00	1.00	5.00	15.00	15.00
7.00	SIGN STAND	1.00	1.00	5.00	15.00	105.00
6.00	BARRICADE II HI INTENSITY	1.50	1.50	7.00	15.00	90.00
			Rental Sub-total:			2325.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
2	E&DLABOR	EA	350.000			700.00
	2218XXX050 ERECTION & DISMANTLE LABOR					
	SETUP & TAKEDOWN OF ALL TRAFFIC CONTROL					
	EQUIPMENT					
1	DELIVERY	EA	120.000			120.00
	2114XXX000 EQUIP DELIVERY FREIGHT CHARGE					
	DELIVERY OF FLAGGING SIGNS 1/14/26					
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	DLPKSRCHG	EA	111.000			111.00
	TRANSPORTATION SURCHARGE					
1	RENTAL PROTECTION PLAN	EA				348.75
	DELIVERY CHARGE					300.00
	PICKUP CHARGE					300.00
	BILLED FOR FOUR WEEKS 1/09/26 THRU 2/05/26.					

Equipment. Service. Guaranteed.

SUBTOTAL	4,204.75
SALES TAX	219.52
INVOICE TOTAL	4,424.27

REMIT TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

NET 30
Invoices not paid within 30 days may be subject to a 1-½% per month charge.

4 WEEK BILL

PERITA THORNTON perita.thornton@sunbeltrentals.com

SUNBELT RENTALS

SEND ALL PAYMENTS TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO.	178768270-0002
ACCOUNT NO.	18137
INVOICE DATE	2/25/26
PAGE	1 of 1

INVOICE TO

1oz - 469 - 494
CATHCART CONTRACTING COMPANY
1056 WILLA SPRINGS DRIVE
WINTER SPRINGS, FL 32708

RECEIVED BY	CONTRACT NO.
WILLIAMS, JUSTIN	178768270
PURCHASE ORDER NO.	
5661	
JOB NO.	
1 - DONNELLY ST MESS	

JOB ADDRESS
FIDDLER & GRANDVIEW MOT 5661
2100 N DONNELLY ST
NOT ACTUAL ADDRESS ROAD WORK
MOUNT DORA, FL 32757

407-629-2900

Entered on invoice

BRANCH

ORLANDO TRAFFIC & SAFETY
4180 N ORANGE BLOSSOM TRL
ORLANDO, FL 32804 2709
689-206-6978

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
150.00	DRUM ENG GRADE	1.00	1.00	5.00	10.00	1500.00
3.00	ADA WALL ORANGE WITH BLK SUNBELT LOG	5.00	5.00	15.00	35.00	105.00
10.00	48"X48" HI INTENSITY SIGN	3.00	3.00	10.00	30.00	300.00
7.00	48"X48" HI INTENSITY SIGN	3.00	3.00	10.00	30.00	210.00
	2-RWA					
	2-FA					
	2-OLRA					
	1-RSC					
1.00	SIGN STAND	1.00	1.00	5.00	15.00	15.00
7.00	SIGN STAND	1.00	1.00	5.00	15.00	105.00
6.00	BARRICADE II HI INTENSITY	1.50	1.50	7.00	15.00	90.00
				Rental Sub-total:		2325.00
1	RENTAL PROTECTION PLAN					348.75
	BILLED FOR FOUR WEEKS 2/06/26 THRU 3/05/26.					

Equipment. Service. Guaranteed.

SUBTOTAL	2,673.75
SALES TAX	162.75
INVOICE TOTAL	2,836.50

REMIT TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

NET 30
Invoices not paid within 30 days may be subject to a 1-½% per month charge.

4 WEEK BILL

PERITA THORNTON perita.thornton@sunbeltrentals.com

United Rentals
TRENCH SAFETY
BRANCH G04
600 E LANDSTREET RD
ORLANDO FL 32824-7801
407-888-9394

4 WEEK BILLING INVOICE

258218083-001

Customer #	: 3037531
Invoice Date	: 02/14/26
Date Out	: 01/30/26 03:00 PM
Billed Through	: 02/27/26 00:00
UR Job Loc	: 401 LIMIT AVE, MOUNT
UR Job #	: 917
Customer Job ID	:
P.O. #	: 5661
Requested By	: JUSTIN WILLIAMS
Approved By	: JUSTIN WILLIAMS
Salesperson	: NICK BROWN

Job Site

MOUNT DORA #5661
401 LIMIT AVE
MOUNT DORA FL 32757

Office: 407-629-2900

CATHCART CONSTRUCTION CO-FL
1056 WILLA SPRINGS DR
WINTER SPGS FL 32708-5214

Invoice Amount: $2,648.02

Terms: Net 30 Days
Payment options: Contact our credit office 704-916-4856
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	10813293	TRENCH BOX ALUM 8' X 16' W/STEEL FRAME Make: SPEEDSHORE Model: APS-SF-0816KE Serial: 18-4038AS	363.50	363.50	743.50	1,786.28	1,786.28
24	940/5655	8" SPREADER BAR (LINEAR FEET) 6 FT SPREADERS					N/C
8	941/8101	SPREADER BAR PIN 10"					N/C

Rental Subtotal: 1,786.28

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	DELIVERY CHARGE	225.000	EACH	225.00
1	PICKUP CHARGE	225.000	EACH	225.00

Sales/Misc Subtotal: 450.00

Agreement Subtotal: 2,236.28
Rental Protection: 267.94
Tax: 143.80
Total: 2,648.02

COMMENTS/NOTES:

ONSITE CONTACT: JUSTIN WILLIAMS
CELL#: 321-458-6554
DLV/PKU LOC SELECTED BY MAP PIN OPTION

Billing period: 28 Days From 1/30/26 03:00 PM Thru 2/27/26 03:00 PM

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.

United Rentals
TRENCH SAFETY
BRANCH G04
600 E LANDSTREET RD
ORLANDO FL 32824-7801
407-888-9394

4 WEEK BILLING INVOICE

258218083-001

Job Site

MOUNT DORA #5661
401 LIMIT 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	: 02/14/26
Date Out	: 01/30/26 03:00 PM
Billed Through	: 02/27/26 00:00
UR Job Loc	: 401 LIMIT AVE, MOUNT
UR Job #	: 917
Customer Job ID	:
P.O. #	: 5661
Requested By	: JUSTIN WILLIAMS
Approved By	: JUSTIN WILLIAMS
Salesperson	: NICK BROWN

Invoice Amount: $2,648.02

Terms: Net 30 Days
Payment options: Contact our credit office 704-916-4856
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
1/30/26	2/27/26	100	2504.22	143.80	2648.02

Description	Code
JOB NUMBER	5661

****

United Rentals
DBA Reliable Onsite Services
BRANCH 26D
4559 OLD WINTER GARDEN RD
ORLANDO FL 32811-1735
407-670-1723

4 WEEK BILLING INVOICE

257576900-002

Customer #	: 3037531
Invoice Date	: 02/12/26
Date Out	: 01/14/26 05:00 PM
Billed Through	: 03/11/26 00:00
UR Job Loc	: 1111 N GRANDVIEW ST,
UR Job #	: 908
Customer Job ID	:
P.O. #	: 5661
Requested By	: SHELTON SMITH
Approved By	: COREY HEARN
Salesperson	: CRAIG LIEBER

Job Site

GRANDVIEW ST & 11TH AVE
1111 N GRANDVIEW ST
MOUNT DORA FL 32757-4963

Office: 407-629-2900 **Job:** 407-629-2900

CATHCART CONSTRUCTION CO-FL
1056 WILLA SPRINGS DR
WINTER SPGS FL 32708-5214

Invoice Amount: $344.13

Terms: Net 30 Days
Payment options: Contact our credit office 704-916-4856
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
2	600/2410	STANDARD PORTABLE RESTROOM	32.03	32.03	32.03	32.03	64.06
2	075/2070	SERVICE - RESTROOM 1X WEEKLY	128.78	128.78	128.78	128.78	257.56

Rental Subtotal:	321.62
Agreement Subtotal:	321.62
Tax:	22.51
Total:	344.13

COMMENTS/NOTES:

ONSITE CONTACT: SHELTON SMITH
CELL#: 407-922-0504
2 REG C 1X WEEK SERVICE
NO PRORATING
CALL FOR PICK UP
OFF ROUTE SERVICES ADD'L CHARGES

Billing period: 28 Days From 2/11/26 05:00 PM Thru 3/11/26 05:00 PM

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

CONTINUED

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United Rentals
DBA Reliable Onsite Services
BRANCH 26D
4559 OLD WINTER GARDEN RD
ORLANDO FL 32811-1735
407-670-1723

4 WEEK BILLING INVOICE

257576900-002

Customer #	: 3037531
Invoice Date	: 02/12/26
Date Out	: 01/14/26 05:00 PM
Billed Through	: 03/11/26 00:00
UR Job Loc	: 1111 N GRANDVIEW ST,
UR Job #	: 908
Customer Job ID	:
P.O. #	: 5661
Requested By	: SHELTON SMITH
Approved By	: COREY HEARN
Salesperson	: CRAIG LIEBER

Job Site

GRANDVIEW ST & 11TH AVE
1111 N GRANDVIEW ST
MOUNT DORA FL 32757-4963

Office: 407-629-2900 **Job:** 407-629-2900

CATHCART CONSTRUCTION CO-FL
1056 WILLA SPRINGS DR
WINTER SPGS FL 32708-5214

Invoice Amount: $344.13

Terms: Net 30 Days
Payment options: Contact our credit office 704-916-4856
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
2/11/26	3/11/26	100	321.62	22.51	344.13

Description	Code
JOB NUMBER	5661

****

City of Mount Dora
Attn: Accounts Payable
510 N. Baker Street
Mount Dora FL 32757

Invoice Date: 04/29/2026
Invoice: 10164571
Project: 057806.019

Contract #: 24-GS-013

Attention: Accounts Payable, accountspayable@mountdora.gov
Project Name: Mount Dora/Donnelly St. WM and RM Emergency Replacement

For Professional Services Rendered through: April 19, 2026

Lump Sum	Fee	Pct. Comp	Earned To Date	Previous Amount	Current Amount
000100 - Utility Engineering Design	43,440.00	*100.00*	43,440.00	43,440.00	0.00
000200 - Utility Permitting	5,040.00	*100.00*	5,040.00	5,040.00	0.00
000300 - Bidding Services	5,440.00	*41.36*	2,250.00	2,250.00	0.00
000400 - Project Administration	1,000.00	*71.50*	715.00	650.00	65.00
000500 - Construction Administration	14,160.00	*48.00*	6,796.80	5,535.00	1,261.80
Total Lump Sum Services:	**69,080.00**	***84.31***	**58,241.80**	**56,915.00**	**1,326.80**

Hourly Not To Exceed	Fee	Pct. Comp	Earned To Date	Previous Amount	Current Amount
000999 - Reimbursables	500.00	*0.00*	0.00	0.00	0.00
Total Hourly Not To Exceed Services:	**500.00**	***0.00***	**0.00**	**0.00**	**0.00**

Remaining Fee: 11,338.20

Total Earned to Date:	58,241.80
Less Previous Billed:	56,915.00
Amount Due this Invoice:	**1,326.80**

Remit payment to P.O. Box 4897, Dept 331, Houston, TX 77210
Reference Project 057806.019 and Invoice 10164571
Contact Stacey Dotson at sdotson@halff.com with any billing questions.

City of Mount Dora
Attn: Accounts Payable
510 N. Baker Street
Mount Dora FL 32757

Invoice Date: 06/05/2026
Invoice: 10166713
Project: 057806.019

Contract #: 24-GS-013

Attention: Accounts Payable, accountspayable@mountdora.gov
Project Name: Mount Dora/Donnelly St. WM and RM Emergency Replacement

For Professional Services Rendered through: May 24, 2026

Lump Sum	Fee	Pct. Comp	Earned To Date	Previous Amount	Current Amount
000100 - Utility Engineering Design	43,440.00	*100.00*	43,440.00	43,440.00	0.00
000200 - Utility Permitting	5,040.00	*100.00*	5,040.00	5,040.00	0.00
000300 - Bidding Services	5,440.00	*41.36*	2,250.00	2,250.00	0.00
000400 - Project Administration	1,000.00	*79.00*	790.00	715.00	75.00
000500 - Construction Administration	14,160.00	*60.00*	8,496.00	6,796.80	1,699.20
Total Lump Sum Services:	**69,080.00**	***86.88***	**60,016.00**	**58,241.80**	**1,774.20**

Hourly Not To Exceed	Fee	Pct. Comp	Earned To Date	Previous Amount	Current Amount
000999 - Reimbursables	500.00	*0.00*	0.00	0.00	0.00
Total Hourly Not To Exceed Services:	**500.00**	***0.00***	**0.00**	**0.00**	**0.00**

Remaining Fee: 9,564.00

Total Earned to Date: 60,016.00
Less Previous Billed: 58,241.80
Amount Due this Invoice: 1,774.20

Remit payment to P.O. Box 4897, Dept 331, Houston, TX 77210
Reference Project 057806.019 and Invoice 10166713
Contact Stacey Dotson at sdotson@halff.com with any billing questions.

City of Mount Dora
Attn: Accounts Payable
510 N. Baker Street
Mount Dora FL 32757

Invoice Date: 07/02/2026
Invoice: 10168528
Project: 057806.019

Contract #: 24-GS-013

Attention: Accounts Payable, accountspayable@mountdora.gov
Project Name: Mount Dora/Donnelly St. WM and RM Emergency Replacement

For Professional Services Rendered through: June 21, 2026

Lump Sum	Fee	Pct. Comp	Earned To Date	Previous Amount	Current Amount
000100 - Utility Engineering Design	43,440.00	*100.00*	43,440.00	43,440.00	0.00
000200 - Utility Permitting	5,040.00	*100.00*	5,040.00	5,040.00	0.00
000300 - Bidding Services	5,440.00	*41.36*	2,250.00	2,250.00	0.00
000400 - Project Administration	1,000.00	*91.00*	910.00	790.00	120.00
000500 - Construction Administration	14,160.00	*63.00*	8,920.80	8,496.00	424.80
Total Lump Sum Services:	**69,080.00**	***87.67***	**60,560.80**	**60,016.00**	**544.80**

Hourly Not To Exceed	Fee	Pct. Comp	Earned To Date	Previous Amount	Current Amount
000999 - Reimbursables	500.00	*0.00*	0.00	0.00	0.00
Total Hourly Not To Exceed Services:	**500.00**	***0.00***	**0.00**	**0.00**	**0.00**

Remaining Fee: 9,019.20

Total Earned to Date:	60,560.80
Less Previous Billed:	60,016.00
Amount Due this Invoice:	**544.80**

Outstanding Invoices:

Number	Date	Balance
10166713	06/05/2026	30.00
Total		**30.00**

Remit payment to P.O. Box 4897, Dept 331, Houston, TX 77210
Reference Project 057806.019 and Invoice 10168528
Contact Stacey Dotson at sdotson@halff.com with any billing questions.

RECEIVED
By Jackelyn Rodriguez at 11:26 am, May 22, 2026

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:		**If paying by check, please remit to:**
Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.	KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104	P.O. BOX 932520
Account Number:	2073089159554	ATLANTA, GA 31193-2520
ABA#:	121000248	
Please send remittance information to:	payments@kimley-horn.com	

CITY OF MOUNT DORA, FL
ATTN: GEORGE MAREK
510 N BAKER ST
MT DORA, FL 32757

Federal Tax Id: 56-0885615
For Services Rendered through Apr 30, 2026

Invoice Amount: **$23,715.00**

Invoice No: 35217070
Invoice Date: Apr 30, 2026

Project No: 148969020.1
Project Name: DOGWOOD MOUNT BASIN STDY
Project Manager: GALLO, VICTOR

Client Reference: RFQ #24-GS-013
PO #26-01909

LUMP SUM

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 - PROJECT COORDINATION	3,360.00	100.00%	3,360.00	3,360.00	0.00
TASK 2 - DRAINAGE ANALYSIS	9,575.00	100.00%	9,575.00	9,575.00	0.00
TASK 3 - FIELD INSPECTION	7,450.00	100.00%	7,450.00	7,450.00	0.00
TASK 4 - TECHNICAL MEMORANDUM	16,725.00	100.00%	16,725.00	16,725.00	0.00
TASK 5 - GRANT FUNDING	62,000.00	25.00%	15,500.00	12,400.00	3,100.00
AMENDMENT 1					
TASK 6 - DRAINAGE INFRASTRUTURE IMPROVEMENTS	39,600.00	15.00%	5,940.00	0.00	5,940.00
TASK 7 - DONNELLY ROAD & LAKE JOHN BASIN STUDY	58,700.00	25.00%	14,675.00	0.00	14,675.00
Subtotal	**197,410.00**	**37.09%**	**73,225.00**	**49,510.00**	**23,715.00**
Total LUMP SUM					**23,715.00**

Total Invoice: $23,715.00

If you have any questions, please contact Tahrae Niranjan at 689-244-5501 or Tahrae.Niranjan@kimley-horn.com

33TJN

CITY OF MOUNT DORA

Purchasing Division

Whitney Donovan – Purchasing
510 North Baker Street
Mount Dora, FL 32757
Phone: 352-735-7176
donovanw@mountdora.gov

CONSTRUCTION CHANGE ORDER FORM

Today's Date: 5/4/2026 Original PO Number: 26-01882

Original PO Amount: $ 189,240.00 Cancel PO? Yes No

Change Order Number: 1 Work Order #: _____

PO issued to: Cathcart Construction
(Vendor Name)

The following change(s) are requested to the purchase order per the attached documentation:

+ / - line # 1 by 1 (qty) @ $ 41,053 /unit GL #: 445-5555-580.63-01-SW2617

+ / - line # _____ by _____ (qty) @ $_____ /unit GL #: _____

+ / - line # _____ by _____ (qty) @ $_____ /unit GL #: _____

Reason for Purchase Order Change: Unforseen issues discoverd during project

New Purchase Order Total with Change Order: $ 230,293.00

All back-up documentation must be attached by the originator of this form and forwarded to each approval point. Must be approved in writing by the Architect/Engineer (A/E), the Construction Manager, the Project Manager, the Department Head, the Finance Director, the City Manager. The cumulative total of all change orders cannot exceed $100,000 of the original award amount. The City Council must approve all change orders exceeding $100,000. Signature(s) below is approval for the listed change(s).

SIGNATURE APPROVALS

_____
Architect/Engineer

_____
Construction Manager

_____
Project Manager

_____
Department Head

_____
Finance Director

_____
City Manager (Not to Exceed $100,000 cumulative total)

_____
City Council (To Exceed $100,000)

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

DATE: **August 18, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Lobbyist Update

Introduction:
Gray Robinson, P.A. represents the City of Mount Dora in activities related to the legislative process in Tallahassee, Florida. Their work includes identification of legislative priorities, formulation of strategy, research, communication with elected officials, and reporting the status of current work in progress.

Discussion:
Gray Robinson, P.A. supports the City of Mount Dora in respect to Legislative items and appropriations. Attached is the July 2026 Monthly Report.

Budget Impact:
Lobbyist Activities are funded in GL account 421-1910-536.31-11

Strategic Impact:
The contract with Gray Robinson, P.A. allows for cooperation from State, County, and surrounding communities toward the Innovation District and future infrastructure through grants and legislative processes.

STRATEGIC INITIATIVE 5:
Invest in Fiscal and Human Resources; Building a resilient foundation for enhanced financial performance and organizational excellence.

Goal 13
Identify and seek alternative funding sources.

Recommendation:
Informational Item.

Attachment(s):

1. Mount Dora July 2026 Report

Prepared by: Jeanann Hand, City Clerk
Reviewed by:
Vince Sandersfeld, City Manager Final Approval - 8/5/2026

July 30, 2026

City of Mount Dora

July Activity Report

Communications

- Provided update on the veto of Sovereign Immunity legislation (HB 145)
- DEP Grants Guide

Next Steps

- Continue to monitor and share relevant grant opportunities
- Fall 2026- Begin development of 2027 legislative priorities

Ryan Matthews/Angela Drzewiecki