MOUNT DORA CITY COUNCIL MEETING  
April 1, 2014, 6:00 p.m.  
City Hall Board Room located at 510 N Baker Street

AGENDA

CALL TO ORDER:
INVOCATION:
PLEDGE OF ALLEGIANCE:
ROLL CALL:
PUBLIC APPEARANCES (6:00 - 6:30 p.m.)
ADJUSTMENTS TO AGENDA

CONSENT AGENDA

1. Approval of Special Request: 2014 Mount Dora Blues and Groove Event  
2. Approval of Street Closure – 2014 “Monty Boyd Challenge 5K”  
3. Approval of City Council Meeting Minutes dated March 18, 2014

PUBLIC HEARINGS

ORDINANCES

RESOLUTIONS

1. Approval of Resolution 2014-11, Sanitation Fund Budget Amendment for Dumpster Enclosure

COUNCIL CONSIDERATION/DISCUSSION OF DEPARTMENTAL TOPICS

CITY MANAGER

1. Discussion of Gas Tax Options and Formula Selection
PUBLIC WORKS

1. Approval to Replace Breaker M596 in the Mount Dora Substation 59

2. Approval of Joint Participation Agreement (JPA) for Design Services for Wastewater Treatment Plant (WWTP) #2 Access Road Relocation 62

3. Approval of Contract Award to Quentin L. Hampton, Inc. (QLH) for Driveway Relocation for WWTP #2 due to Wekiva Parkway Routing 83

4. Approval of Budget Item for Securing Easements for Wetland Monitoring Required under the City’s Consumptive Use Permit (CUP) 121

PARKS AND RECREATION

1. Approval of Evans Park Electrical Construction Contract Award 123

BOARD APPOINTMENTS

CITY ATTORNEY/CITY MANAGEMENT INFORMATION/REPORTS

1. Medical Marijuana Dispensatory Regulation n/a

2. Internet Gambling Establishment Regulation n/a

3. Discussion of City Council Representative for Medallion Home Mediation Proceedings n/a

OTHER BUSINESS

MEETING NOTICES

ADJOURNMENT

NOTICE: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

NOTICE: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Gwen Johns, City Clerk, no later than seven (7) days prior to the proceedings. Telephone (352) 735-7126 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

City Council meetings will be recorded and under the State of Florida General Records Schedule, Audio Recordings are retained on file for two (2) anniversary years after adoption of the official minutes. Recent audio recordings available at http://www.ci.mount-dora.fl.us/Archive.aspx?AMID=70

NOTICE: In accordance with a policy placed by the City Council of the City of Mount Dora, citizens are advised that the City Council may take action and vote on any item that is brought up at a City Council Meeting.
DATE: April 1, 2014
TO: Mayor and City Council
VIA: Michael Quinn, City Manager
FROM: Roy Hughes, Parks & Recreation Director
RE: Special Request: 2014 Mount Dora Blues and Groove Event

Recommendation:
Staff recommends approval for the 2014 Mount Dora Blues and Wine Groove Event.

Requests:
- To Close the following street on Friday, May 16th & 17th, 2014, from 5:00pm until 1:00 am: Edgerton Court at Charles Street and use of Evans Park.
  and, to place temporary “no parking” signs and barricades at this location.

Reference:
- Event Application

Coordination:
City Manager
Finance
Fire
Library
Parks & Recreation
Utilities & Public Works

Budgetary Impact:
This event is produced by Visit Mount Dora. The applicant will reimburse the City for all services and fees associated.
**Discussion:**
The event sponsor for the 6th Annual Mount Dora Blues and Groove Event (formerly known as the Mount Dora Wine and Blues Festival) is Visit Mount Dora. Last year, the event sponsor partnered with the City for the event to occur on at Evans Park for a two day concert series. The concerts at Evans Park were successfully coordinated and attended by visitors by community members and visitors of surrounding areas. The projected attendance for the weekend’s event would be over 2,000 that which would be hosted in our downtown merchant areas. In addition, the Lakeside Inn has agreed to become an active partner of this event with hosting Blues concerts on their lawn as well as serving as the hosting hotel.

Staff has contacted the President of the Lawn Bowlers Club regarding any potential scheduled conflicts for the week of the festival. There are no scheduled events at the Lawn Bowler’s Courts therefore there will be no conflicting events with the festival.

The sponsor would like to have a minor street closure on May 16th & 17, 2014. They are requesting to close Edgerton Court at Charles Street and use of Evans Park.

I respectfully submit for your consideration and approval for the 2014 Mount Dora Blues and Groove Event.

Cc: Michael Quinn, City Manager
    Stephanie Haines, Library Director
    Skip Kerkhof, Fire Chief
    John O’Grady, Police Chief
    John Peters, Public Works & Utilities Director
    Mike Sheppard, Finance Director
Mount Dora Parks & Recreation Department  
Special Event Plan  

2014 Mount Dora Blues and Groove Event

**Type of Event:** Concert with Beer and Wine Vendors  
**Location of Event:** Evans Park  
**Duration of Event:** May 16 & 17, 2014; 5 pm - 1 am  
**Special Hazards:** Increased pedestrian traffic  
**Barricaded streets:** Charles Street at Edgerton Court  
**Designated one-way streets:** N/A  
**Detoured Traffic:** Edgerton Court closed  
**Manned Traffic Control Points:** Charles Street and Edgerton Court  
**Estimated pedestrian traffic:** 600  
**Special parking areas:** None  
**Estimated spectator population:** N/A  
**Estimated participants:** N/A  
**Anticipated crime problems:** No specific problems anticipated.  
**Personnel requirements:** Two Police Officers/One Parks employee.  
**Designated no parking areas:** Edgerton Court from Charles Street to Evans Park.
Mount Dora Parks & Recreation Department
Special Event Plan

Coordination with City Departments:

**Police:** (1) officer at road closure and (1) within the event area.

**Fire:** EMS and Fire support from Station.

**Electric:** Park Electricity provided at concrete pad and surrounding receptacles.

**Parks & Recreation:** Provide additional trash receptacles at Evans Park and on Edgerton Court. Treat event area for fire ants and tripping hazards. Provide barricades and “No Parking” signage for May 16th & 17th.

**Public Works:** Have event area sprayed for mosquitos prior to event.

Coordination with other Agencies:

Contact will be made with the Lake County Sheriff’s Office & Lake Sumter EMS

Advising Event Sponsors of Personnel and Equipment Costs:
Projected costs outlay will be presented to event sponsors and Council.

Furnishing Event Sponsors with Permits (Where Applicable):
A Special Event Application form has been completed and is Attached to the Event plan.
Special Event Departmental Costs

Event: 2014 Mount Dora Blues and Groove Festival #1302

Event Location/Time: Evans Park

Department: POLICE

Submitted by/Contact info: D. Scott, 536-7251

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Personnel # (See chart below)</th>
<th>Description of services and other details</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/16/2014</td>
<td>1645-2315</td>
<td>55</td>
<td>Traffic control and public safety during the event. (6.5)</td>
<td>$182.00</td>
</tr>
<tr>
<td>5/16/2014</td>
<td>1645-2315</td>
<td>58</td>
<td>Supervisor &amp; Traffic control and public safety during the event. (6.5)</td>
<td>$208.00</td>
</tr>
<tr>
<td>5/17/2014</td>
<td>1645-2315</td>
<td>55</td>
<td>Traffic control and public safety during the event. (6.5)</td>
<td>$182.00</td>
</tr>
<tr>
<td>5/17/2014</td>
<td>1645-2315</td>
<td>58</td>
<td>Supervisor &amp; Traffic control and public safety during the event. (6.5)</td>
<td>$208.00</td>
</tr>
</tbody>
</table>

Comments/Notes regarding services from previous year's event: TOTAL $780.00

Hourly Rates for Special Events Personnel are as follows:

55 - Special Event/Police Officer: $28.00/hour
58 – Special Event/Police Supervisor: $32.00/hour
77 – Audio/Visual/Technical - $20.00/hour
71 - Special Event/Firefighter: $28.00/hour
72 - Special Event/Firefighter Supervisor: $32.00/hour
73 - Special Event/Civilian – Parks Maintenance, Custodians, Barrier Staff, Traffic Control Staff: $17.00/hour
75 - Special Event/Technical-Paramedics, Electric Utility, Code Enforcement, Environmental Code Compliance,
    Special Event/Accreditation Coordinator, Traffic Control Compliance (manufacturing & placement of Traffic control devices) - $28.00
76 - Special Event/Civilian Supervisor – Parks Maintenance and/or Recreation Supervisor: $24.00/hour

After completion, please submit this form to Christopher Carson, Cultural and Special Events Coordinator no later than February 22, 2013.

For submitting information and/or questions, please contact me at (352) 455-3171 or carsonc@cityofmountdora.com.
Carson, Christopher

From: Zido, Lynn
Sent: Tuesday, February 18, 2014 3:49 PM
To: Carson, Christopher
Cc: Kerkhof, Stephen; Griner, Timmons; Liles, Robert (Bobby)
Subject: RE: departmental costs for Blues and Groove Event

Additional coverage by the fire department is not needed for this event.

Thanks - Lynn

From: Carson, Christopher
Sent: Tuesday, February 18, 2014 3:44 PM
To: Scott, Dave; Zido, Lynn; Vedder, Ley; Thomas, Reggie; Caverly, Virginia
Subject: departmental costs for Blues and Groove Event

Hello All:

Please review attached documents regarding the upcoming Blues and Groove Festival. Attached is a departmental cost form for services that would be provided for this event.

Thank you,
Chris Carson
City of Mount Dora
Cultural & Special Events Coordinator
# Special Event Departmental Costs

**Event:** 2014 Mount Dora Blues and Groove Festival

**Event Location/Time:** Evans Park

**Department:** Parks and Recreation  
**Submitted by/Contact info:** Christopher Carson

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Personnel #</th>
<th>Description of services and other details</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/16/2014</td>
<td>5-11pm</td>
<td>73</td>
<td>Park and Event Maintenance</td>
<td>$102</td>
</tr>
<tr>
<td>05/17/2014</td>
<td>5-11pm</td>
<td>73</td>
<td>Park and Event Maintenance</td>
<td>$102</td>
</tr>
</tbody>
</table>

**Comments/Notes regarding services from previous year’s event:**

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**Hourly Rates for Special Events Personnel are as follows:**

- **55 - Special Event/Police Officer:** $28.00/hour
- **58 - Special Event/Police Supervisor:** $32.00/hour
- **77 - Audio/Visual/Technical:** $20.00/hour
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- **73 - Special Event/Civilian – Parks Maintenance, Custodians, Barrier Staff, Traffic Control Staff:** $17.00/hour
- **75 - Special Event/Technical-Paramedics, Electric Utility, Code Enforcement, Environmental Code Compliance, Special Event/Accreditation Coordinator, Traffic Control Compliance (manufacturing & placement of Traffic control devices):** $28.00
- **76 - Special Event/Civilian Supervisor – Parks Maintenance and/or Recreation Supervisor:** $24.00/hour

After completion, please submit this form to Christopher Carson, Cultural and Special Events Coordinator no later than **March, 2014.**

For submitting information and/or questions, please contact me at (352) 455-3171 or carsonc@cityofmountdora.com.
April 1, 2014

Mr. Brian Young
Visit Mount Dora, Inc.
P.O. Box 378
Mount Dora, Florida 32756

Dear Mr. Young:

Attached are the detailed costs for services to be provided by the City of Mount Dora for the 2014 Blues and Groove Event. It is city policy to bill, in advance, for all approved Special Events. These advanced estimates are fixed fees that cover the cost of the event and are payable upon issuance of the permit.

Listed below is the cost for City services.

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Department</td>
<td>$ 780.</td>
</tr>
<tr>
<td>Fire Department</td>
<td>$ 0.</td>
</tr>
<tr>
<td>Parks &amp; Recreation</td>
<td>$ 204.</td>
</tr>
<tr>
<td>Electric</td>
<td>$ 0.</td>
</tr>
<tr>
<td>Public Works</td>
<td>$ 0.</td>
</tr>
<tr>
<td>Code Compliance</td>
<td>$ 0.</td>
</tr>
<tr>
<td>Application Fee</td>
<td>$ 75.</td>
</tr>
<tr>
<td><strong>Total Fees</strong></td>
<td><strong>$ 1,059.</strong></td>
</tr>
</tbody>
</table>

Please remit your check to the City of Mount Dora prior to the event. Thank you for your cooperation. We look forward to working with you to provide a quality event for our residents and visitors.

Sincerely,

Michael Quinn
City Manager

cc: Roy Hughes, Parks & Recreation Director
Special Event Application
Permit Request

Thank you for choosing the City of Mount Dora, the Festival City, as the hosting location for the Special Event you are planning. Please complete this application, in its entirety, and return it at least one hundred and twenty (120) days prior to the event date to:

City of Mount Dora
Cultural & Special Events Division
900 North Donnelly Street
Mount Dora, FL 32757

If you have additional questions, please call (352) 735-7183 or email carsonc@cityofmountdora.com

Name of Event: Mount Dora Blues and Groove Event

Facility / Location Requested: Evans Park

Event Date: May 16-17, 2014 Event Hours: From 12:00 AM / PM To 11:00 AM / PM

Set-Up Date: May 16, 2014 Set-Up Hours: From 8:00 AM / PM To 5:00 AM / PM

Break-Down Date: May 17, 2014 Break-Down Hours: From 11:00 AM / PM To 1:00 AM / PM

Estimated Number of Participants: 12 Spectators: 600 Vehicles Vessels (for boating events only)

Sponsoring Organization's Name: Visit Mount Dora, Inc.

Address: P.O. Box 378 Mount Dora FL 32757

Type of Organization: ☑ Not For Profit ☐ Individual

Primary Contact Name: Terrance R. Abbott Phone: (407) 230-7461 Email: tabbott1128@gmail.com

Secondary Contact Name: Stephanie Eberhart Phone: (407) 230-0875 Email: Stephanie@Mtdora.org

CERTIFICATION BY APPLICANT: I certify that I have read this application and that all information contained in this application is true and correct. Any falsehoods or misrepresentations will constitute a criminal violation of the code of the City of Mount Dora. I certify that I have received a copy of city code chapter 18a. I agree to comply with and be bound by any and all applicable provisions of the city code. I understand the event may be cancelled by the Chief of Police or The Fire Chief should any conditions/stipulations of the permit or city ordinance or state statute be violated. I certify that I am authorized by the organization named herein to act as its agent for the herein described activity. I also have received the notice informing me of my responsibilities and obligations should I cancel the event. By filing this application, I, and the organization on whose behalf I make this application, contract and agree that we will jointly and severally indemnify and hold the city harmless against liability, including court costs and attorneys' fees for trial and on appeal, for any and all claims for damage to property or injury to, or death of persons arising out of or resulting from the issuance of the permit or the conduct of the activity or any of its participants.

Signature of Applicant: Date: 12-28-2013

08.07.2012 Page 11 of 125
Please provide us with additional information regarding your event by checking off the items that pertain to your event in sections A-D; any services you require from the City in Section E and any other specific information about your event not previously covered or where you need additional space to explain your event in Section F. Do not forget to attach a diagram of your event.

A. Is your event: □ Private or □ Public, costing the attendee $________, or □ is free
□ Is (or will become) a recurring event this often □ weekly □ monthly □ quarterly □ annually or __________

B. What kind of event are you hosting?
□ Carnival/Circus/Fair □ Charity Walk/ Run __________ □ Picnic/Party
□ Exhibit/Festival □ Tournament or Competition □ Other ________________________
□ Reception □ Fishing □ Other ________________
□ Wedding □ Sailing/Boating □ (Explain)
□ Other ____________________ □ Other ________________
□ Other ________ (Explain)

C. At your event, you will offer:
□ Alcohol sales □ Merchandise sales □ Banners/Signage: __________
□ Food/beverage/catering □ Fireworks/pyrotechnic company
□ Concession stands □ Inflatable Devices

D. Are you bringing in any special equipment such as:
□ Large trailers (_______ lbs) □ Tents
□ Lighting □ Generator(s) □ Other ________________
□ Sound equipment □ Stages/Props/Production Equipment

E. Do you need the City to provide or make available, at an additional fee, any of the following:
□ Potable water □ Trash Cans/Barrels ________ □ Security
□ Connection(s) for electric power □ Special Event Garbage Boxes ________
□ Audio Equipment □ Dumpsters ________ □ Streets/Avenues/Parks ________
F. Please provide a detailed description of the Event and draw or attach a diagram and/or map of the proposed event site / layout / route. Ensure that you specify any requests for alcoholic beverages, street closures, pyrotechnics/fires, any city services you desire, etc.

We are requiring South Donnelly from Charles Street and to include Edgerion Circle. We also desire use of Beth Evans Park.
IF APPLYING AS A NON-PROFIT ORGANIZATION:

What is your financial plan for covering all event costs? This will be covered by our account funds.

How does your event benefit the general welfare of the City? Increases foot traffic and makes us more well known. Also increases tax revenue.

To what extent is the media or publicity campaign planned for this event? Florida blanket coverage.

If you are requesting City Sponsorship or Financial Support, please explain? Would love again for this year to have the city sponsor.

How does your event benefit the general welfare of the City? Increases foot traffic and makes us more well known. Also increases tax revenue.

FEES AND OTHER AGENCY PERMIT/LICENSES:
Please be aware that liquor licenses, business licenses, sign permit and other regulatory requirements may be necessary and are responsibility of the Applicant. However, some permits are covered under the umbrella of the special event permit and it is advised that you check with the Special Event Coordinator for compliance. In addition, the Special Event Application fee supplemental Public Service fees are payable in advance of the event upon City approval and billing. As part of the Special Event Plan developed by the Special Event Coordinator, changes to requested services may be imposed by the City.

Administrative Fees:
Significant events: $550.00 (entire down area/150,000+ attendance)
Large events: $350.00 (50,000+ attendance)
Medium events: $250.00 (25,000+ attendance)
Small events: $75.00 (5,000+ attendance)

ADDITIONAL ATTACHMENTS: (REQUIRED FOR NON-PROFIT ORGANIZATIONS)
Non-Profit Organizations to show 501 IRS Determination
Non-Profit IRS Form 990
INSURANCE REQUIREMENTS: The applicant will supply Certificate of Insurance(s) naming the City of Mount Dora as additionally insured in the following manner: "the City of Mount Dora, its agents, officers, officials, employees and volunteers are hereby named as additional insured as their interest may appear". The applicant will also ensure that the City of Mount Dora, as the certificate holder, is provided a 30-day written notice if the insurance policy is cancelled or modified before the expiration date. All insurance policies provided shall be issued by insurance companies licensed to do business in the State of Florida and shall be rated with an A- or better rating in the most current edition of A.M. Best’s Key Rating. The City of Mount Dora shall be listed as certificate holder in the following manner:

City of Mount Dora
510 N. Baker Street
Mount Dora, Florida 32757

All applicants must obtain Commercial General Liability insurance with limits of no less than $1,000,000 per occurrence to protect the City of Mount Dora, its agents, officers, officials, employees and volunteers, the Lessee, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Lessee’s operations, whether performed by Lessee itself, any subcontractor, or anyone directly or indirectly employed by either of them. If the applicant, or any of its vendors, offers for sale or distribution any products (food, beverages, souvenirs, etc.), then Product Liability insurance with limits of no less than $1,000,000 per occurrence will be required. Vendors will also be required to afford the statutory limits of worker’s compensation insurance protection to its employees. If the vendor is the holder or sponsor of the event, the vendor will afford worker’s compensation insurance protection to any City of Mount Dora off duty employees hired by the event. If automobiles or any other licensed motor vehicles are used as part of the event, Automobile Liability insurance with limits of no less than $1,000,000 per occurrence will also be required. If the sale or consumption of alcoholic beverages at the event is authorized, then Liquor Liability insurance with limits of no less than $1,000,000 per occurrence is required. Other types of coverage and limits may be required by the City of Mount Dora, depending upon exposure as assessed by the City’s Risk Management Department.

COPYRIGHT LAW: Licensee assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any event covered under the agreement and licensee agrees to indemnify and hold harmless devices, processes or dramatic rights furnished or used by licensee in connection with the agreement and will defend the City from any such suit or action, regardless of whether it is groundless or fraudulent.

CERTIFICATION

I hereby certify that all the information contained herein is true and correct to the best of my knowledge. I agree to abide by the regulations governing the said facility and/or property and be responsible for any charges incurred. I will supply Certificate of Insurance(s) as required.

If any portion is found to be false or misrepresented, such fact may be just cause for immediate revocation of any permit(s) issued.

__________________________
Signature of Applicant

__________________________
Date
DATE: April 1, 2014

TO: Mayor and City Council

VIA: Michael Quinn, City Manager

FROM: Roy Hughes, Parks and Recreation Director

RE: Street Closure – 2014 “Monty Boyd Challenge 5K”

Recommendation:
Staff recommends approval for the 2014 “Monty Boyd Challenge 5K.

Requests:
To restrict traffic on the following streets on Saturday, April 26, 2014, from 6:30am until 10:00am:

Road Race Route:
CHBS Track to McDonald St., south to 9th Ave, west to Helen, north to 11th Ave, north to 3rd, west to Overlook Dr, north to Old Eustis, south to Donnelly St, and west on Jackson Ave.

Details of Event:
Location: Headquarters & registration for the event will be at track at the Christian Home & Bible School
Time of Event: 8:00am until 9:00am

Reference:
• Special Event Application
• Special Event Plan
• Draft/letter of itemized costs
Coordination:
City Manager
Finance
Fire
Library
Parks & Recreation
Utilities & Public Works

Budgetary Impact:
The event sponsor will reimburse the City for all costs.

Discussion:
This is an Inaugural event the “Monty Boyd Challenge” 5k road race, which is being sponsored by Christian Home & Bible School. Sponsor volunteers, City event staff, and police officers will assist in the operations of the event, in order to create a safer environment for the runners.

Vehicle traffic will be restricted along the race route; however, residents will be permitted access as safety permits. An announcement will be made in the “City Connection” newsletter to aid in notifying our citizens. In addition, electronic signboards, as well as signs made by Public Works, will be posted a week in advance of the event and placed throughout the race route.

I respectfully submit for Council consideration and approval of the Monty Boyd Challenge 5K.

Cc: Michael Quinn, City Manager
    Stephanie Haimes, Library Director
    Skip Kerkhof, Fire Chief
    John O’Grady, Chief of Police
    John Peters, Utilities & Public Works Director
    Mike Sheppard, Finance Director
# MOUNT DORA PARKS & RECREATION DEPARTMENT

## Special Event Plan

### “2014 Monty Boyd Challenge 5k Race”

<table>
<thead>
<tr>
<th>Type of Event:</th>
<th>Pedestrian Road Race</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location of Event:</td>
<td>5k run beginning at Christian Home and Bible School</td>
</tr>
<tr>
<td>Duration of Event:</td>
<td>April 26&lt;sup&gt;th&lt;/sup&gt;, Sat., 6:00am-10:00am; Race at 8:00am.</td>
</tr>
<tr>
<td>Special Hazards:</td>
<td>Heavy pedestrian traffic; possible traffic delays</td>
</tr>
<tr>
<td>Barricaded Streets/Route:</td>
<td>See Event Map.</td>
</tr>
<tr>
<td>Designated one-way streets:</td>
<td>N/A</td>
</tr>
<tr>
<td>Detoured Traffic:</td>
<td>Throughout the race route, thru-traffic will be restricted and cross-traffic will be allowed as safety permits. Personnel will assist with all vehicle and pedestrian traffic.</td>
</tr>
<tr>
<td>Manned Traffic Control Points:</td>
<td>Intersections within the race route will be staffed.</td>
</tr>
<tr>
<td>Estimated pedestrian traffic:</td>
<td>N/A</td>
</tr>
<tr>
<td>Special parking areas:</td>
<td>N/A</td>
</tr>
<tr>
<td>Estimated spectator population:</td>
<td>100</td>
</tr>
<tr>
<td>Estimated participants:</td>
<td>150</td>
</tr>
<tr>
<td>Anticipated crime problems:</td>
<td>None</td>
</tr>
</tbody>
</table>
| Personnel requirements:    | 8 Police Officers  
2 Motor Officers  
1 Event Supervisor  
(1 C.O.P’s; 20 Sponsor Volunteers) |
| Designated no parking areas: | N/A |
| Coordination with City Departments: | Program and position Traffic Message Boards on April 24<sup>th</sup>, “Road Race, Expected Delay between 7am and 9am”  
Arrange for notification of this event in the City Connection. |

Parks & Rec: Program and position Traffic Message Boards on April 24<sup>th</sup>, “Road Race, Expected Delay between 7am and 9am”  
Arrange for notification of this event in the City Connection.
**Coordination with other agencies:**

Notification of street closures to EMS & Lake Co. Sheriff’s Office

**Advising event sponsors of personnel and equipment costs:**

The sponsor will be provided with a costs projection.

The sponsor will coordinate with a barricade company to arrange for sufficient number of barricades to be placed along “Foot Race” Route. Barricades and locations must be approved by Police Supervisor.

**Furnishing event sponsors with permits (where applicable):**

Special event application attached
Special Event Departmental Costs - REVISED

Event: Monty Boyd Challenge 5K

Event Location/Time: Christian Home & Bible School

Department: POLICE Submitted by/Contact info: D. Scott, 536-7251

<table>
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<tr>
<th>Date</th>
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<th>Personnel #</th>
<th>Description of services and other details</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/26/2014</td>
<td>0700-1000</td>
<td>55</td>
<td>8 Officers – Traffic control &amp; public safety</td>
<td>$672.00</td>
</tr>
<tr>
<td>04/26/2014</td>
<td>0630-1030</td>
<td>55</td>
<td>1 Motor Officer – Traffic control &amp; public safety</td>
<td>$112.00</td>
</tr>
</tbody>
</table>
| 04/26/2014 | 0630-1030| 58          | 1 Event Supervisor  
1 Motor Supervisor | $128.00 |
| 04/26/2014 | 0700-1000| 73          | 6 Civilian Event Staff – Traffic control & public safety | $306.00|
|            |          |             | TOTAL                                      | $1346.00|

Comments/Notes regarding services from previous year’s event: NOTE: Event that are cancelled less than 2 hours prior to the start -, employees will be paid for two hours.

Hourly Rates for Special Events Personnel are as follows:
55 - Special Event/Police Officer: $28.00/hour
58 – Special Event/Police Supervisor: $32.00/hour
77 – Audio/Visual/Technical - $20.00/hour
71 - Special Event/Firefighter: $28.00/hour
72 - Special Event/Firefighter Supervisor: $32.00/hour
73 - Special Event/Civilian – Parks Maintenance, Custodians, Barrier Staff, Traffic Control Staff: $17.00/hour
75 - Special Event/Technical-Paramedics, Electric Utility, Code Enforcement, Environmental Code Compliance, Special Event/Accreditation Coordinator, Traffic Control Compliance (manufacturing & placement of Traffic control devices) - $28.00
76 - Special Event/Civilian Supervisor – Parks Maintenance and/or Recreation Supervisor: $24.00/hour

After completion, please submit this form to Christopher Carson, Cultural and Special Events Coordinator no later than March, 2014.
For submitting information and/or questions, please contact me at (352) 455-3171 or carsonc@cityofmountdora.com.
April 1, 2014

Mr. Kevin Cantrell
Mount Dora Christian Home & Bible School
301 West 13th Avenue
Mount Dora, Florida 32757

Dear Mr. Cantrell:

Attached are the detailed costs for services to be provided by the City of Mount Dora for the “Monty Boyd Challenge 5K Fun Run” to be held on April 26 of 2014. It is city policy to bill, in advance, for all approved Special Events. These advanced estimates are fixed fees that cover the cost of the event and are payable upon issuance of the permit.

Listed below is the cost for City services.

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Department</td>
<td>$1,346</td>
</tr>
<tr>
<td>Fire Department</td>
<td>$0</td>
</tr>
<tr>
<td>Parks &amp; Recreation</td>
<td>$0</td>
</tr>
<tr>
<td>Electric</td>
<td>$0</td>
</tr>
<tr>
<td>Public Works</td>
<td>$0</td>
</tr>
<tr>
<td>Code Compliance</td>
<td>$0</td>
</tr>
<tr>
<td>Application Fee</td>
<td>$75</td>
</tr>
<tr>
<td><strong>Total Fees</strong></td>
<td><strong>$1,421</strong></td>
</tr>
</tbody>
</table>

Please remit your check to the City of Mount Dora prior to the event. Thank you for your cooperation. We look forward to working with you to provide a quality event for our residents and visitors.

Sincerely,

Michael Quinn
City Manager

cc: Roy Hughes, Parks & Recreation Director
Thank you for choosing the City of Mount Dora, the Festival City, as the hosting location for the Special Event you are planning. Please complete this application, in its entirety, and return it at least one hundred and twenty (120) days prior to the event date to:

City of Mount Dora
Cultural & Special Events Division
900 North Donnelly Street
Mount Dora, FL 32757

If you have additional questions, please call (352) 735-7183 or email carsonc@cityofmountdora.com

Name of Event: Monty Boyd Challenge 5K / Fun Run
Facility / Location Requested: one lane of the following streets
Event Date: April 26, 2014 Event Hours: From 8:00 AM To 9:00 AM
Set-Up Date: April 26, 2014 Set-Up Hours: From 6:30 AM To 7:30 AM
Break-Down Date: April 26, 2014 Break-Down Hours: From 9:30 AM To 10:00 AM
Estimated Number of Participants: 300 Spectators: 100 Vehicles: 200
Sponsoring Organization's Name: Christian Home & Bible School
Address: 301 West 13th Ave., Mount Dora, FL 32757
Type of Organization: □ Profit □ Federal Tax ID #: 85-187 26-0813
Not For Profit □ Individual □ Tax Exempt #: 10
Primary Contact Name: Kevin Cantrell Phone: 352-602-0813 Email: Kcantrell101@comcast.net
Secondary Contact Name: Cleota Horton Phone: 352-630-0881 Email: stutzman-horton@lake.k12.fl.us

CERTIFICATION BY APPLICANT: I certify that I have read this application and that all information contained in this application is true and correct. Any falsehoods or misrepresentations will constitute a criminal violation of the code of the City of Mount Dora. I certify that I have received a copy of city code chapter 18a. I agree to comply with and be bound by any and all applicable provisions of the city code. I understand the event may be cancelled by the Chief of Police or The Fire Chief should any conditions/stipulations of the permit or city ordinance or state statute be violated. I certify that I am authorized by the organization named herein to act as its agent for the herein described activity. I also have received the notice informing me of my responsibilities and obligations should I cancel the event. By filing this application, I, and the organization on whose behalf I make this application, contract and agree that we will jointly and severally indemnify and hold the city harmless against liability, including court costs and attorneys' fees for trial and on appeal, for any and all claims for damage to property or injury to, or death of persons arising out of or resulting from the issuance of the permit or the conduct of the activity or any of its participants.

Signature of Applicant

Date 08.07.2012
Please provide us with additional information regarding your event by checking off the items that pertain to your event in sections A-D; any services you require from the City in Section E and any other specific information about your event not previously covered or where you need additional space to explain your event in Section F. Do not forget to attach a diagram of your event.

A. Is your event:  □ Private or ☑ Public, costing the attendee $2.5 or □ is free
□ Is (or will become) a recurring event this often □ weekly □ monthly □ quarterly □ annually or__________________

B. What kind of event are you hosting?
□ Carnival/Circus/Fair
□ Exhibit/Festival
□ Reception
□ Wedding
□ Other ________________________________
(Explain)
(Explain)
(Sponsor Name)

C. At your event, you will offer:
□ Alcohol sales
☑ Food/beverage/catering
□ Concession stands
□ Merchandise sales
□ Fireworks/pyrotechnic company
□ Inflatable Devices
☑ Banners / Signage: __________________

D. Are you bringing in any special equipment such as:
□ Large trailers ( ______ lbs)
□ Lighting
☑ Sound equipment
☑ Tents
□ Generator(s)
☑ Stages / Props / Production Equipment
□ Other ________________________________

E. Do you need the City to provide or make available, at an additional fee, any of the following:
□ Potable water
□ Connection(s) for electric power
□ Audio Equipment
□ Trash Cans / Barrels ____________
□ Special Event Garbage Boxes_______
☑ Streets/Avenues/Parks___________
□ Security
□ Dumpsters _______________
IF APPLYING AS A NON-PROFIT ORGANIZATION:

What is your financial plan for covering all event costs? 

________________________________________________________________________

How does your event benefit the general welfare of the City? 

________________________________________________________________________

To what extent is the media or publicity campaign planned for this event? 

________________________________________________________________________

If you are requesting City Sponsorship or Financial Support, please explain? 

________________________________________________________________________

FEES AND OTHER AGENCY PERMIT/LICENSES:

Please be aware that liquor licenses, business licenses, sign permit and other regulatory requirements may be necessary and are responsibility of the Applicant. However, some permits are covered under the umbrella of the special event permit and it is advised that you check with the Special Event Coordinator for compliance. In addition, the Special Event Application fee supplemental Public Service fees are payable in advance of the event upon City approval and billing. As part of the Special Event Plan developed by the Special Event Coordinator, changes to requested services may be imposed by the City.

Administrative Fees:
Significant events: $550.00 (entire down area/150,000+ attendance)
Large events: $350.00 (50,000+ attendance)
Medium events: $250.00 (25,000+ attendance)
Small events: $75.00 (5,000+ attendance)

ADDITIONAL ATTACHMENTS: (REQUIRED FOR NON-PROFIT ORGANIZATIONS)
Non-Profit Organizations to show 501 IRS Determination
Non-Profit IRS Form 990
INSURANCE REQUIREMENTS: The applicant will supply Certificate of Insurance(s) naming the City of Mount Dora as additionally insured in the following manner: "the City of Mount Dora, its agents, officers, officials, employees and volunteers are hereby named as additional insured as their interest may appear". The applicant will also ensure that the City of Mount Dora, as the certificate holder, is provided a 30-day written notice if the insurance policy is cancelled or modified before the expiration date. All insurance policies provided shall be issued by insurance companies licensed to do business in the State of Florida and shall be rated with an A- or better rating in the most current edition of A.M. Best's Key Rating. The City of Mount Dora shall be listed as certificate holder in the following manner:

City of Mount Dora  
510 N. Baker Street  
Mount Dora, Florida 32757

All applicants must obtain Commercial General Liability insurance with limits of no less than $1,000,000 per occurrence to protect the City of Mount Dora, its agents, officers, officials, employees and volunteers, the Lessee, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Lessee's operations, whether performed by Lessee itself, any subcontractor, or anyone directly or indirectly employed by either of them. If the applicant, or any of its vendors, offers for sale or distribution any products (food, beverages, souvenirs, etc.), then Product Liability insurance with limits of no less than $1,000,000 per occurrence will be required. Vendors will also be required to afford the statutory limits of worker's compensation insurance protection to its employees. If the vendor is the holder or sponsor of the event, the vendor will afford worker's compensation insurance protection to any City of Mount Dora off-duty employees hired by the event. If automobiles or any other licensed motor vehicles are used as part of the event, Automobile Liability insurance with limits of no less than $1,000,000 per occurrence will also be required. If the sale or consumption of alcoholic beverages at the event is authorized, then Liquor Liability insurance with limits of no less than $1,000,000 per occurrence is required. Other types of coverage and limits may be required by the City of Mount Dora, depending upon exposure as assessed by the City's Risk Management Department.

COPYRIGHT LAW: Licensee assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any event covered under the agreement and licensee agrees to indemnify and hold harmless devices, processes or dramatic rights furnished or used by licensee in connection with the agreement and will defend the City from any such suit or action, regardless of whether it is groundless or fraudulent.

CERTIFICATION

I hereby certify that all the information contained herein is true and correct to the best of my knowledge. I agree to abide by the regulations governing the said facility and/or property and be responsible for any charges incurred. I will supply Certificate of Insurance(s) as required.

If any portion is found to be false or misrepresented, such fact may be just cause for immediate revocation of any permit(s) issued.

_________________________  _________________________
Signature of Applicant      Date
F. Please provide a detailed description of the Event and draw or attach a diagram and/or map of the proposed event site / layout / route. Ensure that you specify any requests for alcoholic beverages, street closures, pyrotechnics/fires, any city services you desire, etc.

One lane of following Streets
West Jackson, McDonald, 4th, Helen, 11th, Overlook,
Old Eustis, Donnelly, Jackson Avenue
In reply refer to: 0248364843
Feb. 12, 2013 LTR 4168C E0
59-0855390 000000 00
00012324
BODC: TE

CHRISTIAN HOME AND BIBLE SCHOOL
301 W 13TH AVE
MOUNT DORA FL 32757-4271

Employer Identification Number: 59-0855390
Person to Contact: Ms. Osborne
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 01, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in January 1951.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(ii).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.
Having been duly advertised as required by law, Mayor Cathy Hoechst called the Regular City Council meeting to order at 6:00 p.m.

Mr. Gordon Robinson, Chaplain, gave an Invocation and led the Pledge of Allegiance to the Flag.

**PRESENT:** Mayor Catherine Hoechst, Vice-Mayor Ryan Donovan; Council Members Denny Wood, Bob Maraio, Ed Rowlett and Michael Tedder; City Manager Michael Quinn; City Attorney Cliff Shepard and City Clerk Gwen Johns

**NOT PRESENT:** Council Member Nick Girone

**OTHERS PRESENT:** Planning & Development Director Mark Reggentin, Police Chief John O’Grady; Fire Chief Skip Kerkhof; Human Resources Director Ken Bloom; Finance Director Michael Sheppard; Parks & Recreation Director Roy Hughes, Community and Cultural Events Coordinator Chris Carson; Interim Public Works Director John Peters; and Public Communications Officer Kelda Senior

**PUBLIC APPEARANCES**

Mr. Gillespie, resident at 2022 Sunset Road, stated there are two houses in his neighborhood that seem to be abandoned. Mr. Gillespie asked if City Council could strengthen what Code Enforcement can do about properties that are not being maintained. Mr. Gillespie said he would like to know how many similar situations the City has documented.

Mr. Maraio recalled during his first tenure on City Council, rules were tightened up with regard to foreclosure properties.

Police Chief O’Grady said one of the issues is that all cases cited are bank-owned. Code Enforcement can clean the property and then charge or place a lien on the owner, but the City cannot put a lien on a bank because once the property is sold, the lien is clear. He will follow-up and do some research to find out what further action can be taken on foreclosed/abandoned properties.

Mr. Cliff Shepard said the Building Official is authorized to the City Code, Section 5.61 pertaining to condemnation/demolition. He said dilapidated, unsafe and unsanitary conditions deems condemnation/demolition appropriate. Mr. Shepard will research the issue for the purpose of the City of Mount Dora Code of Ordinances.
Tom Watson, M.D., physician for the City of Mount Dora Health Center, introduced himself to the City Council members and encouraged their participation. He said the health center has allowed him the opportunity to identify some early health issues and treat accordingly. These findings will result in savings long-term.

Mr. Rob English, President of Mount Dora Chamber of Commerce, announced public Wi-Fi available in Sunset Park and asked if the City would be willing to put up some signs in the park to indicate the Wi-Fi is available for use.

CONSENT AGENDA

1. Approval of City Council meeting minutes dated February 4, 2014

2. Approval of City Council meeting minutes dated February 18, 2014

Mr. Tedder moved to approve consent agenda item 1. Mr. Rowlett seconded the motion. The motion was approved unanimously.

Mayor Hoechst said the minutes speak to Christian Home and Bible project being completed and that project is just beginning. Also US 27 should have been Lake County Fire Station #27.

Mr. Rowlett moved to approve consent agenda item 2 as amended. Mr. Maraio seconded the motion. The motion was approved unanimously.

PUBLIC HEARINGS
Final Reading of Ordinance 2014-02, Firefighter’s Pension Ordinance

Mr. Shepard read the ordinance by title only.

ORDINANCE 2014-02

AN ORDINANCE OF THE CITY OF MOUNT DORA, AMENDING AND RESTATING CHAPTER 70, PERSONNEL, PART III, FIREFIGHTERS’ PENSION AND RETIREMENT SYSTEM, SECTIONS 70.410 THROUGH 70.650, INCLUSIVE, OF THE CODE OF ORDINANCES OF THE CITY OF MOUNT DORA; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR ORDINANCES IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.

There have been no changes to the ordinance since first reading.

Mr. Tedder moved to approve the final reading of Ordinance 2014-02. Mr. Donovan seconded the motion. The motion was approved by roll call vote.

<table>
<thead>
<tr>
<th>Mr. Donovan</th>
<th>Yes</th>
<th>Mr. Rowlett</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Maraio</td>
<td>Yes</td>
<td>Ms. Hoechst</td>
<td>Yes</td>
</tr>
<tr>
<td>Mr. Tedder</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mr. Wood</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Resolution 2014-09, Water, Wastewater and Reclaimed Water Rates

Mr. Shepard read Resolution 2014-09 by title only.

RESOLUTION 2014-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO WATER, WASTEWATER AND RECLAIMED WATER SERVICE FEES; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Mike Sheppard, Finance Director, said annually the utility rates are addressed to keep up with inflation and ensure adequate funding for future projects and maintenance. This year the CPI increased 1.5 percent.

**Mr. Maraio moved to approve Resolution 2014-09. Mr. Donovan seconded the motion.**

Mr. Wood said he believes the City is asking for rate increases too often and he does not think any savings is being encouraged. He suggested a 5% increase on an annual basis. Mr. Wood said he would not support this type of incremental increases.

Mr. Maraio commented the increases are best received by the residents of the City when done in smaller increments. He said in the past residents have been unhappy with larger increases.

<table>
<thead>
<tr>
<th>Mr. Maraio</th>
<th>Yes</th>
<th>Mr. Donovan</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Tedder</td>
<td>Yes</td>
<td>Ms. Hoechst</td>
<td>Yes</td>
</tr>
<tr>
<td>Mr. Wood</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mr. Rowlett</td>
<td>Yes</td>
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</tbody>
</table>

COUNCIL CONSIDERATION/DISCUSSION OF DEPARTMENTAL TOPICS
CITY MANAGER

PLANNING AND DEVELOPMENT

**Acceptance of land donation for Dora Drawdy Lane Dumpster Enclosure**

Mr. Mark Reggentin, Planning and Development Director, stated the community dumpster was installed at this location in 1999 as part of the CRA alleyways improvement project. As the existing property was not wide enough to construct a standard sized enclosure, a longer structure (28’x18’) had to be installed. The City has acquired additional property and the current dumpster enclosure will be replaced with a more appropriate structure that is better both functionally and aesthetically.

**Mr. Tedder moved to accept the land donation for Dora Drawdy Lane dumpster enclosure. Mr. Donovan seconded the motion.**

Mr. Rowlett suggested improvements to all dumpster enclosures and Mr. Reggentin responded they will all be looked at incrementally.
Mr. Wood asked what the budgetary impact is and Mr. Reggentin said approximately $20,000 and the work is being funded through the sanitation fund.

*The motion was approved unanimously.*

**FINANCE**

**Comprehensive Annual Financial Report for 2012-13**

Mr. Michael Sheppard, Finance Director, presented the required annual audited financial statements, the Comprehensive Annual Financial Report (CAFR), for year ended September 30, 2013. He asked City Council to authorize staff to submit the report for the Certificate of Achievement for Excellence in Financial Reporting to the Government Finance Officers Association (GFOA) and to the Florida Auditor General.

Mr. Sheppard introduced the auditors from Purvis Gray & Company, available to answer questions.

Mr. Rowlett said Mr. Sheppard prepared and distributed the summary of long term liabilities. He asked that the information provided to City Council be added to the CAFR but Mr. Sheppard said it can be added to the record of the meeting, but it cannot be added to the CAFR under State of Florida guidelines.

*Mr. Tedder moved that staff be authorized to submit the document as requested. Mr. Donovan seconded the motion. The motion was approved unanimously.*

**PUBLIC WORKS**

**Update Pertaining to the Solar Drying of Biosolids project**

Mr. John Peters, Interim Director of Public Works, gave an update to City Council with regard to the solar drying of biosolids project. There are four issues that have been identified: 1) Odor control; 2) Cost benefit; 3) Labor cost; and 4) Fertilizer classification. Odor control was one of the main issues discussed by City Council. Mr. Peters said there is an existing problem with odor control that will be addressed right away. He said multiple odor sensors will be installed to distinguish between carbon and sulfur based odors. This will allow staff to determine the actual source of specific odors.

Mr. Peters recommended that City Council authorize staff to proceed to final design and construction on the biosolids pilot project. Based on an analysis of the three options available to the City and the four identified issues, staff believes the tray based greenhouse project gives the City a reliable, cost effective and environmentally sound process that will remove future uncertainty regarding cost and regulations.

Mr. Stan Austin, Lake County Area Manager Small Business Development Center at UCF and resident of Mount Dora, shared some thoughts with regard to the solar drying project.

*Mr. Wood moved to authorize staff to proceed to final design and construction on the biosolids pilot project, as requested. Mr. Tedder seconded the motion. The motion was approved unanimously.*
Approval of Solar Drying of Biosolids Change Order #2 with Eco Sciences, LLC

Mr. Peters said this is the first step in getting the process underway. The change order with Eco Sciences, LLC, will allow staff to proceed with purchasing the pasteurization glass that is critical for the project.

Mr. Tedder moved to approve Change Order #2. Mr. Rowlett seconded the motion. The motion was approved unanimously.

PARKS AND RECREATION

Update on Skateboarding Signage for Sunset Park

Mr. Roy Hughes, Parks & Recreation Director, has spoken with City staff and with Chamber of Commerce staff with regard to concerns about skateboarding in Sunset Park. Since the skateboarders like to use rails for sliding, collars have been placed on the rails. There is an option to put diamond cuts in the concrete or step curbs so the skateboarders cannot launch themselves off the stairs. These will be evaluated if problems persist.

Mr. Wood did not notice skateboarders in the park during the previous weekend but he did notice bicyclists jumping up and down on various walls in the park.

Mr. Hughes said there is an urban bicycling activity happening in every City.

Mr. Rowlett noted there have also been complaints about skateboarders from the lawn bowling club.

Mr. Maraio asked if the ultimate solution is to find a park for skateboarders. Mr. Hughes said he has included a skate park in the CIP to be discussed during the upcoming budget process.

Mayor Hoechst said there are many considerations to discuss before settling on a location for activities such as skateboarding.

Approval of Event Day Change for the 4th of July Celebration

Mr. Chris Carson, Community and Cultural Events Coordinator, stated in years past the City, in partnership with the Chamber of Commerce, has produced a fireworks event to take place on the evening of July 4th at Gilbert Park and Evans Park. Traditionally, the City has held a community event that has attracted an estimated 1500 to 2000 participants for children’s games, vendors, music and a fireworks display to cap off the evening. For the last two years, the attendance has declined due to competing fireworks shows. Staff has met with representatives of participating community partners to discuss the idea of a date change for the fireworks portion of the holiday events. Based upon these meetings there was support to host the fireworks portion on July 3rd as a trial for this year. The community activities would remain part of the July 3rd celebration. The opinion of the group was that the fireworks would serve to jump start the holiday weekend.
Discussion ensued and the question was raised why Mount Dora had to consider moving part of the activities. Some potential issues were brought up such as whether this change would cause people to go to Cities other than Mount Dora.

Mayor Hoechst said if the fireworks are held on July 3rd, there would be an advantage for boaters in that the boat docks would not have to be closed down on the actual 4th of July. She encouraged City Council to observe the holiday activities if the date is changed, to get a feel for what happens or does not happen during the two days.

A concern was noted that this time might not provide a good comparison to other years because of the construction that will be underway in downtown during the 4th of July holiday. There was some hesitation on City Council with regard to moving the fireworks from the traditional date of July 4th, but it was ultimately agreed upon to try this for one year and evaluate the event afterward.

Mr. Tedder moved to approve changing the date for the 4th of July Celebration to include Fireworks display on the evening of July 3, 2014. Mr. Wood seconded the motion. The motion was approved unanimously.

CITY ATTORNEY INFORMATION / REPORTS

Update pertaining to Medallion Home Legal Proceedings

Mr. Cliff Shepard, City Attorney, stated with regard to Medallion Homes, they have invoked two separate statutory proceedings that will be handled potentially together and potentially not together. Mr. Shepard and the attorney for Medallion, Mr. Spain have been in conversation trying to decide how to best effect the direction that Medallion has chosen to take on the issue(s). A conference call has been schedule for the attorneys and the mediator on Thursday, March 20, 2014. A consensus is anticipated for how the process will unfold.

Mr. Shepard said one of the procedures under Florida Statute 163 governs the comprehensive plan. A comprehensive plan can only be addressed under this section of Florida Law and the procedures set forth within the statute have to be followed.

Mediation will be held and will be no different than a private mediation. The mediator will be present, various positions will be discussed with the mediator separately and/or perhaps in a group. The group representing the City would typically be the Mayor or a representative of the City Council, the City Attorney, the City Manager and/or the City Planning and Development Director or whoever the City Council designates as representative.

Mr. Wood asked about the timing for future proceedings in the Medallion case. Mr. Shepard said that will depend on the schedule of the mediator and what is decided.

Mr. Wood said he has received a number of inquiries from people asking if the proceedings would be open to the public. Mr. Shepard said yes, it will be a public proceeding. In terms of where the City would hold the public portion of the proceeding, such as a hearing process, that location would be decided by City Council. He said the difficult part is going to be explaining the whole situation. The first 4-6 hours will be spent in mediations where the public would not be involved. Following mediation, the proceeding will turn into a hearing where recommendations will be made.
Mr. Wood said he thinks the City Council should discuss the proceedings and how the position will be presented. He expressed concern about the fact that Planning & Zoning Commission recommendations were not consistent with Staff recommendation and the City Council final vote was split. He would like to discuss this issue wholly before the City Council.

Mr. Shepard and Mr. Spain have discussed the preeminent issue of how to get to the Planned Unit Development (PUD). If the comprehensive plan is not changed, the PUD is a moot point. Of paramount importance is whether or not the City will agree to change the comprehensive plan.

Mr. Maraio said it seems questionable, what role the City Council will take throughout the process. Mr. Shepard said the City Council will be in every aspect, in a public meeting that is properly noticed and minutes kept.

**OTHER BUSINESS**

Mr. Tedder brought up the fact the City Council has discussed beautifying the generator located between City Hall and the Community Building. He would like to see the beautification followed-through and suggested this may be an opportunity to allow local artists to show some of their work in a public place.

Mr. Wood suggested the City Council have a pre-budget meeting. He would like a discussion for input from City Council meetings rather than the City Council simply reacting to the numbers presented by staff.

Mr. Quinn said the City Council should remain focused on the bigger issues and the broader subjects rather than the detailed numbers in the budget. A meeting will be scheduled in April.

Mr. Rowlett asked where the City stands with Waste Management distributing containers. Mr. Quinn said the totes have been distributed and some residents who want to change sizes are going through that process.

Mr. Peters received an e-mail from Doug McCoy, Waste Management, and there are a total of 72 properties who had not received their totes. Next week the process will begin changing containers for people who have requested different sizes. A meeting is scheduled for March 28, 2014, to make sure last minute details.

Mr. Maraio asked staff to do something about the sign out in front of City Hall. He said it is never changed and the glass is cloudy, making it difficult to read. Mr. Quinn will take care of the sign.

**ADJOURNMENT**

There being no further business for discussion, the meeting adjourned at approximately 7:38 p.m.

________

Catherine T. Hoechst  
Mayor

Gwen Keough-Johns, MMC  
City Clerk
DATE: April 1, 2014
TO: Mayor and City Council
FROM: Mike Sheppard, Finance Director
Via: Michael Quinn, City Manager
RE: Resolution 2014-11 Sanitation Fund Budget Amendment Dumpster Enclosure

Recommendation:

Staff recommends that City Council approve the attached budget resolution.

Budgetary Impact:

Decrease Surplus in Sanitation Fund by $25,000.

Increase Improvements Other Than Buildings Acct.# 430-3453-534-63-00 $25,000.

Background/Information:

During the regular meeting of March 18, 2014 the council approved the construction of a dumpster enclosure to be located on Dora Drawdy Lane.

Appropriation of surplus funds will be used to construct a dumpster enclosure on Dora Drawdy Lane. The project will be financed out of the Sanitation Fund. The total cost of the project is $23,488. A contingency of $1,512 is being added to the project for a total budget amendment of $25,000.

References/Support:

Resolution 2014-11 Budget Amendment to Sanitation Fund

Exhibit A Budget Amendment Worksheet
RESOLUTION NO. 2014-11

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO AMENDING THE BUDGET FOR THE FISCAL YEAR 2013-14, PROVIDING FOR THE ANNUAL APPROPRIATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora, Florida (the “City”) has adopted the 2013-14 Budget; and

WHEREAS, the City has determined that the 2013-14 Budget’s estimates of revenues and other sources, as well as, the appropriations and other uses need to be amended based upon the staff recommendation.

NOW, THEREFORE, BE IT RESOLVED by the City, that:

SECTION 1. The 2013-14 Budget for Sanitation Fund is amended based upon the attached Exhibit “A” and made a part hereof the budget.

SECTION 2. The expenditures contained in this amendment to the 2013-14 Budget are hereby appropriated to be expended in accordance to the City’s Purchasing Policies and Procedures.

SECTION 3. This resolution shall take effect immediately upon passage and adoption by the Northeast Community Redevelopment Agency Board.

PASSED AND RESOLVED this 1st day of April, 2014, by the City Council of the City of Mount Dora.

CITY OF MOUNT DORA, FLORIDA

By: ________________________________
Cathy Hoechst, Mayor

ATTEST: Approved as to form:

By: ________________________________  ________________________________
Gwen Keough-Johns, City Clerk          Clifford Shepard, City Attorney
## Budget Year 2013-14

### Funding

<table>
<thead>
<tr>
<th>FUNDING SOURCE</th>
<th>ACCOUNT DESCRIPTION</th>
<th>Project #</th>
<th>ACCOUNT NUMBER</th>
<th>AMOUNT*</th>
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<tr>
<td>Surplus</td>
<td></td>
<td>430-0000-273-00-00</td>
<td>25,000</td>
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</tr>
</tbody>
</table>

### List Expense

1. ACCOUNTS THAT WILL DECREASE
2. ACCOUNTS THAT WILL INCREASE

### Total Decrease in Expenses and/or Increase in Revenues:

- $25,000

### Funding Use

<table>
<thead>
<tr>
<th>FUNDING USE</th>
<th>ACCOUNT DESCRIPTION</th>
<th>ACCOUNT NUMBER</th>
<th>AMOUNT*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Improvements Other Than Building</td>
<td>430-3453-534-63-00</td>
<td>25,000</td>
<td></td>
</tr>
</tbody>
</table>

### List Expense

1. ACCOUNTS THAT WILL INCREASE
2. ACCOUNTS THAT WILL DECREASE

### Total Increase in Expenses:

- $25,000

**Justification:** To budget for the cost of the dumpster enclosure on Dora Drawdy Lane

**Note:** All transfers between funds, increases in revenues or use of contingencies require City Council approval by motion.

* Enter amounts in Fifty Dollar increments, total SOURCE and USE must balance.

**Total Increase**

<table>
<thead>
<tr>
<th>TOTAL INCREASE</th>
<th>AUTHORIZATION</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;$3,000</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>&lt;$25,000</td>
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<td></td>
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<tr>
<td>All</td>
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<td></td>
</tr>
<tr>
<td>&gt;$25,000</td>
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</table>

**Budget Type**

<table>
<thead>
<tr>
<th>AMENDMENT</th>
<th>GROUP NUMBER:</th>
</tr>
</thead>
</table>

**Entered By:**

/  /
DATE: April 1, 2014
TO: City Council
FROM: Michael Quinn
RE: Gas Tax Options and Formula Selection

**Recommendation:** Review the attached formula projections provided by Lake County as it impacts the collection of the 6 cents fuel taxes. The Council has the option, via motion, to recommend to Lake County a preferred formula for distribution or to be silent on the subject and await the majority decision by the Lake County Cities.

**References/Support:** See Attachments.

**Background/Information:** From 1984-86 the Lake County Board of County Commissioners enacted local option fuel taxes totaling 6 cents to fund the maintenance and repair of roads throughout the county. These fuel taxes are scheduled to expire at 2 cents per year during the upcoming 2014-16 time period. Through Lake County Ordinance 2014-01 the County Commissioners have authorized the re-imposition of the initial 2 cents. Part of this revenue derived from the imposed fuel tax is shared with the cities per an agreed upon formula as an alternative to the statute-imposed formula that only considers transportation expenditures for the last five years. The County has decided to retain its 66.38% share of the revenue and let the cities determine the remaining 33.62% distribution formula as agreed by a majority of the cities based upon population. This decision is needed prior to June 1st in order to establish the alternative formula and avoid automatic installation of the statute-imposed formula. An Interlocal Government Agreement will be distributed to the cities for signature to impose the agreed upon formula distribution.

The current distribution formula is predominantly based upon transportation expenditures with a 25% factor for population in the initial two cents. Under this current formula the City of Mount Dora will receive approximately $337,310. By referencing the Distribution Scenario Spreadsheet attachment to the County Manager’s Memo, you will notice three additional formulas plus the default State-imposed formula for comparison. The City of Mount Dora loses revenue in all distributions from the current formula. Formula #2 benefits nine of the cities with increased distributions, is simple to understand and administer, and will be the new formula based upon prior discussions with the City Managers. Formula #3 benefits nine of the cities with
increased distributions, is less extreme in the gains and losses to the cities, and balances supply/demand statistics for computation. This was my personal favorite, but I could not sell it as a compromise formula to the other cities. Formula #4 is a continuation of the current first two cent distribution and benefits six cities in increased distribution. The Default formula only benefits four cities and is not a viable formula for the group.

Based upon the benefit and preference expressed by the City Managers, the nine cities benefitting from Formula #2 have 52% of the population and can control the selection of the alternative formula. The south end of the county has seen more growth in recent years and feels that this warrants the increased distribution provided for in formula #2. Using the current projection of $337,310 for Mount Dora; I have calculated estimates based on the imposition of formula #2 to be approximately $304,000 in 2014/15, $271,000 in 2015/16, and $238,000 in 2016/17.

Attachments: 2/04/14 Memo from County Manager with attachments
Excerpts from 2/14/14 County Power Point Presentation to Lake Cities.
February 4, 2014

Re: Two-Cent Local Option Fuel Tax

As you know, the current six-cent local option fuel tax was initially adopted by the Board of County Commissioners in two-cent increments in 1984, 1985, and 1986. The first two-cent increment expires August 31, 2014, the second expires August 31, 2015, and the third expires August 31, 2016. On January 14, 2014, the Board of County Commissioners held a public hearing and adopted Ordinance No. 2014-1 to re-impose the first 2 cent increment for a period of twenty-nine (29) years and four (4) months commencing September 1, 2014, and continuing through December 31, 2043. The BCC also adopted Resolution No. 2014-4 expressing its intent to adopt the local option gas tax and providing that if a statutorily required interlocal agreement between the County and its municipalities is not approved by June 1, 2014, that the statutory distribution of the tax will be utilized. Enclosed are copies of the adopted Ordinance and Resolution.

The average of the entire six-cent local option fuel tax is currently distributed as 66.38% County share and 33.62% Municipality share. The Board of County Commissioners has indicated that it wishes to keep the County share of the re-imposed gas tax at the same 66.38% that currently exists. The Board has also indicated a similar intent for the remaining renewals that expire in 2015 and 2016, respectively.

County staff is prepared to work with the municipalities to assist in the drafting of an interlocal agreement to determine the distribution of the municipal shares. As I previously noted, should an interlocal agreement with the County and municipalities representing a majority of the population of the incorporated area of Lake County not be adopted prior to June 1, 2014, the default distribution formula, provided by Florida Statute, will be utilized. That statutory distribution formula currently provides a 68.88% County share and 31.12% Municipality share.

Enclosed is a spreadsheet outlining various distribution scenarios that have been discussed in our managers’ meetings. Different formulas have been developed involving population, transportation expenditures, and maintained road miles based on input from the municipalities. I believe the Board of County Commissioners will give serious consideration to any equitable agreement regarding the municipal share that meets the statutory requirements. I and my staff are willing to work with you to provide any assistance that we can.
I look forward to hearing from you soon. Please let me know if I can provide additional information.

Sincerely,

David C. Heath
County Manager

Enclosures:  Ordinance No. 2014-1
             Resolution No. 2014-4
             Distribution Scenario spreadsheet
Ordinance Summary

The purpose of this ordinance is to re-impose the one-cent and two-cent local option fuel tax pursuant to Section 336.025, Florida Statutes. The re-imposition shall be for a period of twenty-nine years (29) years and four (4) months commencing September 1, 2014 and continuing through December 31, 2043. The ordinance also repeals Section 13-26, Lake County Code, entitled Two-cent tax as the section is outdated, and amends Section 13-29, Lake County Code, to make it consistent with the re-imposition of the local option tax.

ORDINANCE NO. 2014-1

AN ORDINANCE OF THE BOARD OF THE COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; REPEALING SECTION 13-26, LAKE COUNTY CODE, ENTITLED TWO-CENT TAX; RE-IMPOSING THE ONE-CENT AND TWO-CENT LOCAL OPTION FUEL TAX AS AUTHORIZED PURSUANT TO SECTION 336.025(1)(a), FLORIDA STATUTES; RE-IMPOSING SUCH LOCAL OPTION FUEL TAX FOR A PERIOD OF TWENTY-NINE (29) YEARS AND FOUR (4) MONTHS COMMENCING ON SEPTEMBER 1, 2014 AND CONTINUING THROUGH DECEMBER 31, 2043; AMENDING SECTION 13-29, LAKE COUNTY CODE, ENTITLED TWO-CENT TAX REIMPOSED; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 336.025, Florida Statutes, allows the governing body of a county to impose in addition to other taxes allowed by law, a one-cent, two-cent, three-cent, four-cent, five-cent or six-cent local option fuel tax upon every gallon of motor fuel and diesel fuel sold in that county and taxed under Chapter 206, Florida Statutes; and

WHEREAS, the Board of County Commissioners of Lake County enacted Ordinance No. 1984-5 which imposed the one-cent and two-cent local option fuel tax for a period of ten (10) years ending on August 31, 1994; and

WHEREAS, the Board of County Commissioners of Lake County did extend the one-cent and two-cent local option fuel tax for an additional period of twenty (20) years by the enactment of Ordinance No. 1994-8, with such tax continuing through August 31, 2014; and

WHEREAS, it is the intent of the Board of County Commissioners to re-impose the one-cent and two-cent local option fuel tax for a period of twenty-nine (29) years and four (4) months commencing September 1, 2014 and continuing through December 31, 2043; and
WHEREAS, it is the intent of the Board of County Commissioners not to amend or otherwise alter the ordinances governing three-cent, four-cent or six-cent local option fuel taxes; and

WHEREAS, the Board of County Commissioners of Lake County, Florida hereby declare that re-imposition of the local option fuel tax serves a valid and important public purpose and shall be in the best interests of the citizens of Lake County, Florida.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida as follows:

Section 1. Repealer. Section 13-26, Lake County Code, entitled Two-cent tax, is hereby repealed in its entirety.

Section 2. Re-imposition of Local Option Gas Tax. Pursuant to Section 336.025 (1)(a), Florida Statutes, the Board of County Commissioners of Lake County, Florida re-imposes the one and two cent local option fuel tax upon every gallon of motor fuel and diesel fuel sold in Lake County and taxed under the provisions of part I or part II of Chapter 206, Florida Statutes, for an additional twenty-nine (29) year and four (4) month period, commencing September 1, 2014 and continuing until December 31, 2043.

Section 3. Amendment. Section 13-29, Lake County Code, entitled Two-cents reimposed, is amended to read as follows:

Sec. 13-29. - Two-cent tax reimposed.

(a) Beginning September 1, 2014, and continuing for a period of twenty-nine twenty (29) years and four (4) months until August-December 31, 2044, there shall be reimposed in addition to all other taxes allowed by law, a two-cent local option tax upon every gallon of motor fuel and special diesel fuel sold in Lake County, Florida, and taxed under the provisions of Chapter 206, Florida Statutes.

(b) The tax shall be collected in the manner provided by Florida Statute Section 336.025(2), Florida Statutes.

(c) The proceeds of the tax shall be distributed among the Lake County government and eligible municipalities based on general law unless on or before June 1, 2014, an interlocal agreement providing for a different distribution formula is approved by the Board of County Commissioners and one or more municipalities located within the geographic boundaries of Lake County, Florida, representing a majority of the population of the incorporated area within the County, in which case the distribution shall be made in accordance with such interlocal agreement the following formula: Any interlocal agreement entered into shall comply with Section 336.025, Florida Statutes.
(1) Lake County shall receive 61.82 percent of the tax proceeds, which percentage is the proportion of Lake County's transportation expenditures for the past five (5) fiscal years as to the total of such expenditures for Lake County and all municipalities within Lake County for that same period.

(2) The eligible municipalities shall receive 38.18 percent of the tax proceeds, which amount shall be divided among the eligible municipalities based on current population.

If on or before June 1, 1994, an interlocal agreement providing for the foregoing distribution formula is not approved by one or more of the municipalities located in Lake County representing a majority of the population of the incorporated area within the county, then the distribution of the tax proceeds shall be made according to general law.

(d) In the absence of an interlocal agreement between the County and the municipalities, the proportions shall be recalculated every ten (10) years from the date of the enactment of the enabling ordinance. The proportions shall be recalculated based upon the transportation expenditures of the immediately preceding five (5) years.

(e) The county manager is hereby directed to determine the percentage allocations as provided in paragraph (c) and to provide copies to all municipalities within Lake County, and to the Florida Department of Revenue prior to July 1, 1994. The Clerk of the Board of County Commissioners shall provide a certified copy of this section to the Florida Department of Revenue upon passage. Any dispute as to the determination of distribution proportions shall be resolved as provided in Florida Statutes Section 336.025(5)(b), Florida Statutes.

(f) Proceeds of the tax shall be used by Lake County and eligible municipalities only for transportation expenses as defined in Florida Statute 336.025.

(g) The provisions of this section shall not affect any distribution of prior allocations of the three-cent, four-cent, five-cent or six-cent local option gas tax.

Section 4. Severability. If any section, sentence, clause or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance.

Section 5. Inclusion in the Code. It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lake County Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article" or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Filing with the Department of State. The Clerk shall be and is hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.
Ordinance No. 2014-1; Gas Tax Ordinance

Section 7. Effective. This Ordinance shall become effective upon filing with the Secretary of State.

Enacted this 14th day of January, 2014.

Filed with the Secretary of State January 24, 2014.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

[Signature]

Jimmy Conner, Chairman

This 24th day of January, 2014.

Approved as to form and legality:

[Signature]

Sanford A. Minkoff
County Attorney
RESOLUTION NO: 2014-4

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA READOPTING AND EXTENDING THE ONE-CENT AND TWO-CENT LOCAL OPTION GAS TAX.

WHEREAS, Florida Statute 336.025 allows the Board of County Commissioners to adopt and or extend a one, two, three; four, five or six cent local option gas tax on every gallon of motor fuel and special fuel sold in Lake County, Florida, and

WHEREAS, said statute requires that if an interlocal agreement has not been executed by municipalities representing a majority of those persons living in the incorporated areas within Lake County and the Board of County Commissioners by June 1, that the Board of County Commissioners must adopt a Resolution of intent to levy the tax allowed under the statute, and

WHEREAS, the Board of County Commissioners of Lake County, Florida wishes to readopt and extend the one and two cent tax effective September 1, 2014, in Lake County, Florida.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida:

1. That this Resolution is adopted pursuant to Florida Statute 336.025 and is an expression of the intent of the Board of County Commissioners to readopt and extend the one and two cent local option gas tax pursuant to said statute.

2. Should no interlocal agreement with municipalities representing a majority of those persons living in the incorporated areas within Lake County be adopted prior to June 1 of this year, distribution proportions for said tax shall be as established in Florida Statute.

DONE AND RESOLVED this 14th day of January, 2014.

LAKE COUNTY BOARD OF COUNTY COMMISSIONERS

Jimmy Conner, Chairman

The 14th day of January, 2014.

Sanford A. Minkoff
County Attorney
## LAKE COUNTY, FLORIDA

### LOCAL OPTION GAS TAX DISTRIBUTION SCENARIOS with LAKE COUNTY AT 66.38% FY 2014 est.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Estimate 6 Cents Revenue</th>
<th>Distribution %</th>
<th>Estimate 6 Cents Revenue</th>
<th>Distribution %</th>
<th>Default Formula, Based on Transportation Expenditures (Past Five Years)</th>
<th>Distribution %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lake County</td>
<td>$5,407,046</td>
<td>66.38%</td>
<td>$5,407,046</td>
<td>66.38%</td>
<td>$5,511,600</td>
<td>66.88%</td>
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<td>Astatula</td>
<td>$26,914</td>
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<td>$44,050</td>
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<td>Clermont</td>
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<td>$228,160</td>
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<td>Eustis</td>
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<td>Groveland</td>
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<td>Montverde</td>
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<tr>
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<td>$88,610</td>
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<td>$30,020</td>
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Source: 1 Bureau of Economic and Business Research, University of Florida April 2013 estimate

2 FDOT 2013 City County Mileage (Data as of Sept 30, 2012)
Purpose

To provide an overview of the reauthorization of the first and second cents of the Local Option Fuel Tax and its distribution
Outline

- Overview of the existing 6¢ Local Option
- Fuel Tax
- Next steps
Local Option Fuel Tax Uses
Florida Statutes 336.025

Transportation Expenditures:
- Public transportation operations and maintenance
- Roadway and right-of-way maintenance and equipment
- Roadway and right-of-way drainage
- Street lighting installation, operation, maintenance and repair
- Traffic signs, traffic engineering, signalization and pavement markings
- Bridge maintenance and operation
- Debt service and transportation capital expenditures of roads and sidewalks construction or reconstruction
Funds the operations of the Public Works Department to include the following road maintenance activities for 1,393 road miles, 27 bridges and 372 traffic control devices:

- Pothole repair
- Mowing
- Tree trimming and removal
- Sign and signal maintenance
- Drainage improvements
Local Option Fuel Tax Uses

Calls for Service

- 2,450 work orders in 2012
- 710 pothole patching work orders in 2012
- Over 118 clay miles graded every two weeks
- Over 1,000 road miles mowed every five weeks
- Approximately 25 sidewalk miles mowed every three weeks
- 199 guardrails maintained involving over 5 miles of mowing every five weeks
- 1,720 signs inspected and inventoried every 15 months
CFAC - Recommendation 2

- 6¢ Local Option Fuel Tax – Renew each of the existing 2¢ - 2¢ - 2¢ revenue sources for an additional 30 year term using an adjusted distribution formula with the municipalities
6¢ Local Option Fuel Tax on every gallon of motor and diesel fuel sold in the County

Originally levied in 2¢ increments in 1984, 1985, and 1986

Each 2¢ expires at the end of August in 2014, 2015, and 2016

Renewal authorized by majority vote of the BCC from January 1 to June 1 of year of expiration
<table>
<thead>
<tr>
<th>Agency</th>
<th>Portion Collected</th>
<th>Entire Six Cent Allocation</th>
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</thead>
<tbody>
<tr>
<td>1st &amp; 2nd</td>
<td>61.0%</td>
<td>66.38%</td>
</tr>
<tr>
<td>3rd &amp; 4th</td>
<td>69.0%</td>
<td>69.0400%</td>
</tr>
<tr>
<td>5th &amp; 6th</td>
<td>30.9%</td>
<td>30.9600%</td>
</tr>
<tr>
<td>Total Collected</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lake County</td>
<td>$5,172,435</td>
<td>$2,619,724</td>
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<tr>
<td>Cities</td>
<td></td>
<td></td>
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<tr>
<td>Total Collected</td>
<td></td>
<td>$7,792,159</td>
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</table>
Previous BCC Action

- Negotiate with Cities maintaining current County share of 66.38% (6¢ average) – May 7, 2013
- Re-impose the first 2¢ cent increment of the Local Option Fuel Tax for a period of twenty-nine (29) years and four (4) months commencing September 1, 2014, and continuing through until December 31, 2043 – January 14, 2014
Distribution Alternatives

#1 - Current distribution (several formulas)

#2 - 50% population; 50% road miles

#3 - 33% population; 33% road miles; 33% transportation expenditures

#4 - 25% population; 75% transportation expenditures

#5 - Statutory distribution (transportation expenditures)
Next Steps

- Continue to negotiate with Cities maintaining County share of 66.38%
- If no agreement by June 1, 2014, default formula by Statute is 68.89% County and is based on transportation expenditures
- Any alternative distribution formula requires County approval and the majority of population of Cities
- Renewal effective September 1, 2014
DATE: April 1, 2014  
TO: Mayor and City Council  
FROM: John Peters, Interim Public Works & Utilities Director  
VIA: Michael Quinn, City Manager  
RE: Replacement of Breaker M596 in the Mount Dora Substation  

**Recommendation:** Staff recommends approval of Task Authorization 14-01 for Duke Energy to replace Breaker M596 in the Mount Dora Substation for an estimated cost of $38,830.

**Budgetary Impact:** The funding for the breaker replacement will be through CIP budget transfers from several Electric Division projects that are expected to be under budget.

**References/Support:** N/A

**Background/Information:** Breaker M596 in the Mount Dora Substation is one of six breakers that protect the distribution circuits that supply power to the City's electric customers. Duke Energy performed a major maintenance inspection of all breakers in the substation in 2013, including Breaker M596. After making some minor repairs, all of the breakers passed the maintenance inspection.
In January 2014, Breaker M596 malfunctioned and did not close following a minor power interruption, resulting in a power outage for about 650 customers that lasted over an hour. Duke Energy technicians located a faulty electrical relay that controlled the breaker close operation and replaced it on January 16, 2014. Breaker M596 operated normally several months after the repair. However, on Sunday, March 23, 2014, Breaker M596 malfunctioned again causing another power outage.

While it may be possible to make additional repairs to this older breaker (1993), staff recommends replacing it as soon as possible due to the adverse impact on customers. This type of problem can be very difficult to diagnose because of the mechanical complexity of this older device. Breaker M596 was scheduled to be replaced in the next few years, but it should be replaced now because it can no longer be considered reliable.

The customers on the circuit served by Breaker M596 have been temporarily transferred to another circuit. However, this circuit configuration is not desirable for long term operation. It is essential to replace Breaker M596 as soon as possible to restore normal system reliability.

**Attachments:** Task Authorization 14-01 from Duke Energy
**EXHIBIT A**  
**TASK AUTHORIZATION FORM**

## TASK AUTHORIZATION NO. 14-01

*This Task Authorization is issued under the Master Services Agreement between the City of Mount Dora and Progress Energy, dated 17 August, 1999*

<table>
<thead>
<tr>
<th>NAME OF CITY’S PROJECT MANAGER FOR THIS TASK AUTHORIZATION:</th>
<th>NAME OF PEF’S PROJECT MANAGER ASSIGNED TO THIS TASK AUTHORIZATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Revell</td>
<td>Andy Ezell (Office) Ed Rooks (Field)</td>
</tr>
</tbody>
</table>

### ADDRESS OF SITE:

Mount Dora Substation

### DESCRIPTION OF WORK OR SERVICES TO BE PERFORMED:

- Provide and Replace Breaker M596
- Transfer relay from existing breaker to new breaker
- Install new breaker foundation – this will be determined at site visit

### ADDITIONAL REQUIREMENTS:

The pricing listed is a budgetary price based on the same info used for replacement of breaker M 593. A field visit will be performed and a firm price will be provided.

### DATE(S) FOR WORK OR SERVICES TO BE PERFORMED:

TBD – Once approved we will schedule.

### PRICE AND PAYMENT SCHEDULE: (Note: if no schedule is stated PE will invoice for the total price for payment within thirty (30) days.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
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<td>Labor and Equipment</td>
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</tr>
<tr>
<td>Equipment</td>
<td>$5,375</td>
</tr>
<tr>
<td>New Feeder Breaker</td>
<td>$16,165</td>
</tr>
<tr>
<td>Misc Material</td>
<td>$1,150</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$38,830</strong></td>
</tr>
</tbody>
</table>

### NOTES / SPECIAL INSTRUCTIONS:

This price is based on Mt Dora performing the switching to accommodate the breaker replacement.

*Progress Energy Florida Inc. is hereby authorized to perform the Services described in this Task Authorization.*

### CITY OF MOUNT DORA  PROGRESS ENERGY

<table>
<thead>
<tr>
<th>Signed:</th>
<th>Signed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

Sign all Task Authorizations in duplicate and mail one copy to Andy Ezell (407) 942-9423.
DATE: April 1, 2014

TO: Mayor and City Council

FROM: John Peters, Interim Public Works & Utilities Director

VIA: Michael Quinn, City Manager

RE: Approval of Joint Participation Agreement (JPA) for Design Services related to the WWTP #2 Access Road Relocation

Recommendation: Staff recommends that the agreement with FDOT be approved for design services for the entrance road relocation from Route 46 to US 441 to the City’s wastewater Treatment Plant #2.

Budgetary Impact: The cost of the design work will be $89,280.00 with FDOT reimbursing the City for all costs associated with the driveway relocation design. The City will incur the costs upfront and then request reimbursement.

References/Support: N/A

Background/Information: The Wekiva Parkway Right of Way acquisition process is scheduled for the latter half of 2014. The Wekiva Parkway will require a flyover with structural wall and bridge piers. Due to the reduced height clearance that will be established at the existing entrance road to Wastewater Plant #2, the new entrance road will be relocated to US 441 south of Route 46. The entrance road design will be required to meet all FDOT requirements and serve the Grantham Property to the east of the WWTP. Once the design is complete and a cost estimate is available, it is anticipated that the FDOT and the City of Mount Dora will enter into an additional JPA for construction of the new Access Road with reimbursement from the FDOT for all construction cost.

Attachments: Joint Participation Agreement from FDOT
JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF MOUNT DORA

This Agreement, made and entered into this _____ day of _______________, 2014, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT) and the CITY OF MOUNT DORA, a Florida Municipal Corporation (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT approved this Agreement on the 1st day of April, 2014, a copy of the Minutes which is attached hereto as Exhibit “E,” and made a part hereof, has authorized its Mayor to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the “Design Services for the Entrance Road Relocation from State Road 441 to the City of Mount Dora’s Wastewater Treatment Plant”, in Fiscal Year 2013/2014, said Project being known as FM #238275-2-38-01, hereinafter referred to as the “Project”; and

WHEREAS, the Project is being undertaken to satisfy the situation that has been negatively affected by the Wekiva Parkway project, and is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project.
WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. TERM
   A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project within one (1) year of the date of the execution of this Agreement. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph, unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project.

2. SERVICES AND PERFORMANCES
   A. The LOCAL GOVERNMENT shall furnish the services to design the Project which consists of: entrance road relocation from State Road 441 to the Wastewater Treatment Plant. The Project consists of design elements including survey and geotech. The LOCAL GOVERNMENT shall perform all other necessary work to complete the Project, as specified in Exhibit “A”, Scope of Services attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

   B. The LOCAL GOVERNMENT agrees to undertake the design of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including DEPARTMENT standards and specifications.

   C. Prior to commencing the work described herein, the LOCAL GOVERNMENT shall request a Notice to Proceed from the DEPARTMENT’S Design Project Manager, Medhat Hassan, at (386) 943-5542, or from an appointed designee. Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.

   D. The LOCAL GOVERNMENT shall hire a qualified contractor using the LOCAL GOVERNMENT’S normal bid procedures to perform the design work for the Project.

   E. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at
intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the Project being designed by the LOCAL GOVERNMENT and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.

F. Upon completion of the work authorized by this Agreement, the COUNTY shall notify the DEPARTMENT in writing of the completion of all design work that originally required certification by a Professional Engineer, this notification shall contain an “Engineers Certification of Compliance”, signed and sealed by a Professional Engineer, the form of which is attached hereto as Exhibit “C”.

3. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is $89,280.00 (Eighty Nine Thousand Two Hundred Eighty Dollars and No/100). This amount is based on the Schedule of Funding, Exhibit “B” attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed $89,280.00 (Eighty Nine Thousand Two Hundred Eighty Dollars and No/100) for actual costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT’s participation. Travel costs will not be reimbursed.

i) Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit “A”, Scope of Services. Deliverables must be received and accepted in writing by the Department’s Project Manager or designee prior to reimbursements.

ii) Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed as specified in Paragraph 2. I. was met, and that the criteria for evaluating successful completion as specified in Paragraph 2. L. was met.

iii) The LOCAL GOVERNMENT may receive progress payments for actual costs of deliverables based on the contractor’s Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt
of final design cost documentation and proper submission of a detailed invoice and when the Project has been approved and accepted to the satisfaction of the DEPARTMENT in writing.

iv) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

C. The DEPARTMENT shall have the right to retain all or a portion of any payment due the LOCAL GOVERNMENT under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the LOCAL GOVERNMENT on any other Agreement between the LOCAL GOVERNMENT and the DEPARTMENT.

D. The LOCAL GOVERNMENT which is providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount. Interest penalties of less than one dollar ($1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at (877) 693-5236.

E. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors.
performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

F. In the event this Agreement is in excess of $25,000.00 (TWENTY FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than one (1) year.”

G. The DEPARTMENT’S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

H. Audits: The administration of resources awarded by the Department to the LOCAL GOVERNMENT may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the LOCAL GOVERNMENT agrees to comply and cooperate fully with any monitoring
procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the LOCAL GOVERNMENT is appropriate, the LOCAL GOVERNMENT agrees to comply with any additional instructions provided by the DEPARTMENT staff to the LOCAL GOVERNMENT regarding such audit. The LOCAL GOVERNMENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT’S Office of Inspector General (OIG) and Florida’s Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the LOCAL GOVERNMENT expends $500,000 or more in Federal awards in its fiscal year, the LOCAL GOVERNMENT must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. If applicable, Exhibit “D” to this Agreement indicates Federal resources awarded through the DEPARTMENT by this Agreement. In determining the Federal awards expended in its fiscal year, the LOCAL GOVERNMENT shall consider all sources of Federal awards, including Federal resources received from the DEPARTMENT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the LOCAL GOVERNMENT conducted by the Auditor General in accordance with the provisions in OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the LOCAL GOVERNMENT shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the LOCAL GOVERNMENT expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the LOCAL GOVERNMENT elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from LOCAL GOVERNMENT resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes) are to have audits done annually using the following criteria:
1. In the event that the LOCAL GOVERNMENT expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the LOCAL GOVERNMENT must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. If applicable, Exhibit “D” to this Agreement indicates state financial assistance awarded through the DEPARTMENT by this Agreement. In determining the state financial assistance expended in its fiscal year, the LOCAL GOVERNMENT shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the LOCAL GOVERNMENT shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the LOCAL GOVERNMENT expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the LOCAL GOVERNMENT elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity’s resources (i.e., the cost of such an audit must be paid from the LOCAL GOVERNMENT resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHERAUDIT REQUIREMENTS

The LOCAL GOVERNMENT shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to Project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.
PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the following:

   A. The DEPARTMENT at the following address:

      Florida Department of Transportation
      Office of Comptroller, MS 24
      605 Suwannee Street
      Tallahassee, Florida 32399-0405

   B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

   C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the DEPARTMENT for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the LOCAL GOVERNMENT shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the LOCAL GOVERNMENT’S audited schedule of expenditures of Federal awards directly to the following:

      Florida Department of Transportation
      Office of Comptroller, MS 24
      605 Suwannee Street
      Tallahassee, Florida 32399-0405

   In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the DEPARTMENT at the following address:

      Florida Department of Transportation
      Office of Comptroller, MS 24
      605 Suwannee Street
      Tallahassee, Florida 32399-0405
3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the LOCAL GOVERNMENT directly to each of the following:

   A. The DEPARTMENT at the following address:

      Florida Department of Transportation
      Office of Comptroller, MS 24
      605 Suwannee Street
      Tallahassee, Florida 32399-0405

   B. The Auditor General’s Office at the following address:

      Auditor General’s Office
      Room 401, Pepper Building
      111 West Madison Street
      Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   A. The DEPARTMENT at the following address:

      Florida Department of Transportation
      Office of Comptroller, MS 24
      605 Suwannee Street
      Tallahassee, Florida 32399-0405

5. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The LOCAL GOVERNMENT shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The LOCAL
GOVERNMENT shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

4. COMPLIANCE WITH LAWS
   A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.
   B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.
   C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
   D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

5. TERMINATION AND DEFAULT
   A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.
   B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.
C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

6. MISCELLANEOUS

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

C. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT.

D. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: 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. An entity or affiliate who has been placed 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 any public entity, and may not transact business with any public entity.

E. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

**DEPARTMENT**

**Florida Department of Transportation**

Holly Lopenski  
Contract Specialist/Audit Analyst  
MS 4-520  
719 South Woodland Boulevard  
DeLand, Florida 32720-6834  
PH: (386) 943-5520  
holly.loopenski@dot.state.fl.us

Medhat Hassan  
Design Project Manager  
MS 2-542  
719 South Woodland Boulevard  
DeLand, Florida 32720-6834  
PH: (386) 943-5542  
medhat.hassan@dot.state.fl.us
IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this ________ day of ____________________, 2014, and the DEPARTMENT has executed this Agreement this ________ day of ____________________, 2014.

CITY OF MOUNT DORA

By: ____________________________
Name: Cathy T. Hoechst
Title: Mayor

As approved by the Council on:

__________________________
Attest:

__________________________
Legal Review:

City Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: ____________________________
Name: Frank J. O’Dea, P.E.
Title: Director of Transportation Development

As approved by the Council on:

__________________________
Attest:

__________________________
Legal Review:

__________________________
Executive Secretary

Financial Provisions Approval by the Office of the Comptroller on:

__________________________
Authorization Received from the Office of the Comptroller as to Availability of Funds:
Exhibit “A”

SCOPE OF SERVICES
Financial Management Number: 238275-2-38-01

Scope:

The LOCAL GOVERNMENT will provide the services necessary to design the Project referred to in the DEPARTMENT’S work program as the “Entrance Road Relocation from State Road 441 to the City of Mount Dora’s Wastewater Treatment Plant”.

The Project design firm for the LOCAL GOVERNMENT, Quentin L. Hampton, Inc, (or other qualified design firm) will prepare the necessary preliminary and final design plans for the Project. The purpose of Project is to provide (i) a new driveway and access point to and from US 441 to and across the City of Mt. Dora’s property and to property adjacent thereto, and (ii) to confirm that the LOCAL GOVERNMENT will convey a permanent and perpetual easement in favor of the adjacent and adjoining property, and (iii) to confirm that the LOCAL GOVERNMENT will grant a permanent and perpetual easement in favor of the DEPARTMENT that provides for a future water retention area for DEPARTMENT uses associated with US 441 and the future Wekiva Parkway.

A sketch of the Project is attached hereto as Exhibit A-1
Exhibit “B”

ESTIMATED SCHEDULE OF FUNDING
Financial Management Number: 238275-2-38-01

The scope of work shall include the tasks referenced to in the Exhibit “A”, Scope of Services, above. The design plans will be developed by the LOCAL GOVERNMENT, in coordination with the DEPARTMENT. The DEPARTMENT shall reimburse an amount not to exceed $89,280.00 (Eight Nine Thousand Two Hundred Eighty Dollars and No/100), for actual costs incurred, towards the design cost of the Project.

The LOCAL GOVERNMENT may receive progress payments for actual costs incurred for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.
Exhibit “C”

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

and

THE CITY OF MOUNT DORA

PROJECT DESCRIPTION: Design Services for the Entrance Road Relocation from State Road
441 to the City of Mount Dora’s Wastewater Treatment

FINANCIAL MANAGEMENT ID# 238275-2-38-01

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT,
the undersigned hereby provides notification that the work authorized by this Agreement is
complete as of ________________, 20__.

By: __________________________
Name: _________________________
Title: __________________________

ENGINEER’S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT,
the undersigned hereby certifies that all work which originally required certification by a
Professional Engineer has been completed in compliance with the Project specifications.

By: __________________________, P.E.

SEAL: _________________________
Name: _________________________
Date: _________________________
Exhibit “D”

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - $ (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program:
List applicable compliance requirements as follows:

1. First applicable compliance requirement (e.g., what services/purposes resources must be used for).
2. Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).
3. Etc.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - $ (amount)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project (list State awarding agency, Catalog of State Financial Assistance title and number) - $ (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:
Exhibit “E”

Mount Dora City Council Minutes – April 1, 2014
Financial Management Number: 238275-2-38-01
PROPOSED DRIVEWAY CONNECTION
Mt. Dora WWTP / Grantham Landfill

LEGEND:
- AREAS OF PROPOSED POND EXPANSION TO COMPENSATE FOR LOSSES OF STORAGE VOLUME CAUSED BY FILLING OF NEW DRIVEWAY AND ACCESS ROAD BED

FIG. 1

CONTACT: MIKAL HALE P.E. (386.753.0558)
DATE: April 1, 2014

TO: Mayor and City Council

FROM: John Peters, Interim Public Works & Utilities Director

VIA: Michael Quinn, City Manager

RE: Contract Award to Quentin L. Hampton, Inc. (QLH) for Driveway Relocation for Wastewater Plant #2 due to Wekiva Parkway Routing

Recommendation: Staff recommends that a contract be awarded to QLH to prepare plans and specifications for the relocation of the entrance road to the City’s Wastewater Plant #2. Due to the design of the intersection of State Road 46 and U.S. 441, the existing entrance road must be relocated. The cost of the design work is $89,280.00

This agreement is dependent on the Florida Department of Transportation (FDOT) Agreement on tonight’s City Council Agenda and should only be approved if City Council approves the FDOT Agreement.

Budgetary Impact: The cost of the design work will be $89,280. FDOT will reimburse the City for all costs associated with the driveway relocation. The City will incur the costs upfront and then request reimbursement.

There is an allowance of $4,850.00 in the proposal from QLH to do necessary surveying work. Since the City proceeded with the City wide mapping, there is expected to be some savings. Until QLH sees the mapping product, it will be difficult to be certain of the amount so it has been left in the proposal.

References/Support: N/A

Background/Information: The Wekiva Parkway Right of Way acquisition process is scheduled for the latter half of 2014. The reconstruction of the State Road 46 and U.S. 441 interchange will require a flyover with structural wall and bridge piers. Due to the reduced height clearance that will be established at the existing entrance road to Wastewater Plant #2, the new entrance road will be relocated to US HWY 441. The entrance road design will be required
to meet all FDOT requirements.

There were two options for designing the entrance road. FDOT would have their consultant engineering firm do the work or the City could hire their own consultant. Staff determined that having the consultant under city contract to be reimbursed by FDOT would be more effective to meet any issues that were of concern to the City.

**Attachments:** See proposed contract with QLH
AGREEMENT FOR PROFESSIONAL SERVICES
RFP NUMBER 13-11-001
CIVIL DESIGN SERVICES FOR RELOCATING THE
DRIVEWAY ENTRANCE ROAD AT WASTEWATER TREATMENT PLANT #2

This AGREEMENT, made effective as of this 21st day of March, 2014, between the City of Mount Dora (hereinafter referred to as “Owner”), whose mailing address is:

1250 N. Highland Street
Mount Dora, FL 32757

And Quentin L. Hampton Associates (hereinafter referred to as “Consultant”), whose mailing address is:

4401 Eastport Parkway
Port Orange, Florida 32127

WITNESSETH:
Whereas Owner desires to employ the services of Consultant to perform the hereinafter described services in connection with Request for Proposal No 13-11-001, Professional Consultant Services – Civil Engineering Services for relocating the driveway entrance road at Wastewater Treatment Plant #2 (hereinafter referred to as the “Project”).

AND WHEREAS Consultant desires to be so employed.

AND WHEREAS, in accordance with the provisions of the Request for Proposals, the Agreement shall commence upon the above effective date of this Agreement and shall be effective and extended until the services described within the RFP document are completed.

AND WHEREAS, upon expiration of this Agreement, no additional services may be negotiated under this Agreement, excepting services that are already in process but not completed shall continue to be governed by the terms of this Agreement until their completion.

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

1. Scope of Services:
   a. The nature, scope and schedule of Basic Service to be performed by Consultant hereunder, to the satisfaction of Owner, shall be described as contained in Exhibit 1 containing the following minimum elements:
      i. A narrative discussion of the proposed work including Owner directives, assumptions, sequence and description of task groups, description of deliverables (type and number), and time estimated for completion. The narrative shall include at least one interim milestone for purposes of performance measurement.
      ii. A breakdown of fees proposed for the work showing, at a minimum, the staff classifications and hours spent on each task within the Scope. This requirement shall be met regardless of compensation method for the Specific Authorization. Other billable
amounts, such as sub-consultants, reimbursable, etc. shall be explicitly shown on the breakdown.

iii. A schedule for work and completion of the Specific Authorization. Schedule shall be as detailed as reasonably necessary so that Owner can balance workloads for City staff as well as multiple consultants. The Owner may, based on the nature of the Specific Authorization, require the schedule to be submitted in electronic form (Microsoft Project or as otherwise specified).

b. The Owner’s policy is that the Scope of Services will generally reflect a turnkey approach to the project; the Basic Services to be provided by the consultant should include all Consultant and sub-consultant services required to complete the assigned project.

c. Owner may authorize Consultant in writing to perform certain Additional Services, in which event Consultant shall perform services in connection with Specific Authorization that are outside the scope of those set forth above. Any such Additional Services shall be governed by the provisions of this Agreement, unless otherwise set forth in writing and signed by Owner and Consultant.

d. If the Specific Authorization is a construction project, the basic services may include bidding phase services and traditional construction administration services appropriate to the project.

e. Generally, the Basic Services should include a provision for a Preliminary Design Report, Preliminary Engineering Report, or other similar report / memorandum that serves to bridge the preliminary phase of the project and the final design phase(s) of the project. This report should document options considered and decisions made and approved. Each Specific Authorization shall provide for a scheduled review of the completed project, which shall be jointly conducted by the Project Managers for both the Owner and Consultant. The matters to be reviewed and documented include, but are not limited to, communications, quality, scheduling, budget and cost, and the Owner’s overview of the project. The written product of this review shall be compiled and approved by the Owner’s City Engineer, and the Consultant’s Principal-In-Charge, and upon approval shall form the permanent addition to the Owner’s written records for the project. The final review is intended to form the basis for a continuous improvement in the professional relationship between the Owner and Consultant.

2. Time for Completion:

a. Consultant shall commence its Basic Services as aforesaid upon the execution of the Specific Authorization and issuance of a City Purchase Order and shall complete the same in accordance with a negotiated and approved schedule set forth in an exhibit attached thereto and incorporated therein by reference which shall form the basis for establishing Consultant’s performance and attainment of project milestones. It is understood that influences beyond the control of the Consultant or Owner may affect the approved schedule; however, it is incumbent upon both parties to notify the other in writing of any such influences that will affect the schedule as soon as known, and to negotiate a revised schedule, if necessary. In the absence of such negotiated and mutually approved revisions, the most recent approved schedule and milestones shall prevail.

b. Neither the Owner nor the Consultant shall be liable for failure to perform its obligations under this Agreement due to any circumstances beyond its reasonable control such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes and governmental laws, ordinances, rules or regulations. The Owner or the Consultant may suspend performance under this Agreement as a result of a force majeure event without being in default under this Agreement provided, however, that upon removal of such force majeure, the Owner or the Consultant, as the case may be, shall resume performance as soon as reasonably possible. The affected party shall
provide written notifications of the force majeure event and the removal of the force majeure to the other party for the purposes of mutual consent and documentation.

c. Consultant shall accelerate performance if directed by Owner after Owner determines that acceleration is necessary to maintain the Schedule. If acceleration is required as a result of delays caused in whole by Consultant, acceleration shall be at no cost to Owner. If acceleration is required as a result of delays or factors not caused by Consultant, such accelerations shall be compensated as an Additional Service only to the extent that additional cost are required by the accelerated schedule.

d. The Consultant shall be responsible for managing the professional services schedule and ensuring compliance with established milestones. Consultant shall issue an informal weekly project update by e-mail or other suitable method for each assigned project that annotates progress, complete and incomplete tasks, and causes of any schedule slippage. For each milestone, Owner may retain ten percent (10%) retainage for that milestone as a penalty for failing to meet the milestone deadline. Failure by Owner in whole to meet agreed review milestone(s) shall automatically result in an extension of Consultant’s completion date equal to the length of Owner’s delay.

e. It is the obligation of the Consultant to notify Owner of actions of the Owner that will result in delay or additional cost or expense. Failure to promptly notify Owner within ten (10) days shall result in the Consultant not being able to assert that Owner was the source of such delay. Any change, deletion, modification or additional work requested by Owner, which will result in any delay or additional expense, must be noticed to Owner immediately.

3. Quality Control / Quality Assurance Program:
   a. Consultant shall furnish to Owner one copy of the Consultant’s QA / QC Program for any and all Specific Authorizations prior to commencement of any work or issuance of any Specific Authorizations. The QA / QC program shall apply for the life of this Agreement and shall address work by sub-consultants. Consultant shall promptly issue to the Owner any updates or revision to the QA / QC program.
   b. With each major milestone submittal, Consultant shall submit a written statement signed by the Consultant’s Project Manager and contract Principal-In-Charge that the work being submitted was prepared in accordance with the Consultant’s QA / QC program.
   c. If merited by a Specific Authorization, an enhancement and / or clarification of Consultant’s QA / QC Program as it relates to the work at hand may be required prior to commencement of any work or issuance of the Specific Authorization. Consultant shall notify the Owner of the potential need for such enhancement and / or clarifications as part of the written narrative for the Specific Authorization.

4. Fees:
   a. The Owner shall pay to the Consultant, for its Basic Services as set forth in this agreement, and in each Specific Authorization either lump sum fee or fees based on upon a cost plus, not-to-exceed based on an hourly rate of Consultant’s personnel as set forth in the Scope of Work attached hereto and incorporated herein by reference. While each Specific Authorization shall be negotiated separately, and shall clearly identify the method of determining fees, it is understood that the Owner prefers “cost plus, not-to-exceed” basis.
   b. Hourly rates shall remain fixed for all Specific Authorizations negotiated from the inception of this Agreement running through the completion of this project.
   c. Charges for reimbursable expenses and sub-consultant services shall be without surcharge. In the event of unusual requirements unique to a given Specific Authorization, Consultant may request a
negotiated surcharge percentage for that Specific Authorization. Nothing in this paragraph shall be construed as to disallow reasonable charges by Consultant for managing the work of its sub-consultants.

d. Progress payments shall be made monthly based upon the percentage of services completed plus reimbursable expenses. Consultant shall invoice Owner on a monthly basis for services rendered during the preceding month plus Reimbursable Expenses. Invoices shall reflect ten percent (10%) retainage by the Owner of fees due for which milestones have not yet been achieved, if applicable. When milestones are complete, the next invoice shall reflect a reduction in retainage suitable for the milestone(s) completed.

e. Invoices shall include at a minimum: City Purchase Order Number, Project Number (if applicable), City Contract Number, and the date of the invoice on the top of each page. Each invoice shall clearly identify the billing period, and provide a brief descriptive summary of services performed for the period covered by the progress payment. Copies of relevant documentation must support reimbursable expenses and sub-consultant fees. No payment shall be made in the absence of required supporting documentation. Owner shall furnish a suitable template for invoicing.

f. Owner shall pay each invoice amount (or uncontested portion thereof) within 30 days following receipt of each invoice.

g. Consultant shall be compensated for any Services beyond those set forth herein as Additional Services, in such amount as the parties shall mutually agree in advance, such amounts to be invoiced and paid in accordance with the terms described herein; provided, however, that Consultant shall not be entitled to compensation for Additional Services unless Consultant has obtained prior written authorization of Owner to perform the same.

h. Owner retains the right to reduce any portion of Consultant’s Scope of Services as set forth herein. In such event, Owner shall be entitled to a proportionate reduction to the fee.

i. All invoices will be submitted in one (1) original and two (2) complete copies and be submitted to the following address:

City of Mount Dora
City Requesting Department - Engineering
Attn: Mr. Paul Lahr, P.E.
1250 N. Highland Street
Mount Dora, Florida 32757

5. Books and Records:
   a. Consultant shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Consultant for a period of at least five (5) years from and after the completion of any Services hereunder. Owner, or its authorized representatives, shall have a right to audit such books and records at all reasonable times upon prior notice to Consultant.

6. Ownership of Documents:
   a. Title to all plans, drawing, specifications, ideas, concepts, designs, sketches, models, programs, software, reports or other tangible work product produced by Consultant pursuant to this Agreement shall be and remain the sole and exclusive property of Owner when produced.

   b. Consultant shall deliver all such original work product to Owner upon completion thereof unless it is necessary for Consultant, in Owner’s sole discretion, to retain possession for a longer period of time. Unless early termination of Consultant’s services hereunder, Consultant shall deliver all such original work product whether complete or not. Owner shall deliver all such original work
product whether complete or not. Owner shall have all rights to use and all work products. Consultant shall retain copies for its permanent records, provided the same are not used without Owner’s prior express written consent. Consultant agrees not to recreate any designs, or any other tangible work product contemplated by this Agreement, or portions thereof, which is constructed or otherwise materialized, would be reasonably identifiable with the tangible work product produced by Consultant pursuant to this agreement or the project. If Owner modifies Consultant’s original work product or uses Consultant’s work product for any purpose other than its original intended purpose, the Owner must remove all references to the Consultant, and the Consultant shall have no liability to Owner for any such modifications or use.

c. Owner exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for Owner as the author, creator, or inventor thereof upon creation, and Owner shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Consultant hereby assigns to Owner any and all rights Consultant may have including without limitations, the copyright, with respect to such work. Consultant acknowledges that Owner is the motivating factor for, and for the purpose of copyright or patent has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

7. Confidentiality of Material:
   a. Consultant may, during the course of its engagement hereunder, have access to, and acquire knowledge of or from, materials, data, strategies, systems or other information relating to the Project or Owner, or its parent, affiliated, or related agencies, which may not be accessible or known to the general public. All such knowledge acquired by Consultant shall not be used, published or divulged by Consultant to any other person, firm or corporations, or in any advertising or promotion regarding Consultant or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Any confidentiality issues which may arise as matters of compliance with public records laws shall immediately be referred to the City Clerk, which shall serve as the Owner’s sole authority in such matters.

8. Insurance and Indemnification:
   a. Consultant shall, throughout the performance of its services pursuant to this Agreement, maintain insurance coverage and limits as specified in the Request for Proposal (RFP) document.
   b. Certificates of Insurance shall be provided at least annually or upon request by the Owner. Owner reserves the right to require modification of coverage amounts when necessary for individual Specific Authorizations; any required changes should be negotiated with each Specific Authorizations. The Owner’s Risk Manager shall be the Owner’s sole authority for determination of required coverage. In the event of any cancellation or reduction of coverage, the consultant shall obtain substitute coverage as required hereunder, without any lapse of coverage to Owner whatsoever.
   c. Consultant shall indemnify and hold Owner and its officers, directors, agents, or employees harmless from and against any and all claims, demand, suits, judgments, losses, or expenses of any nature whatsoever (including reasonable attorney’s fees through appeal) to the extent that they arise from or out of any negligent or reckless act or omission of Consultant, its officers, directors, agent or employees or to the extent that they arise from any intentional wrongful misconduct of the Consultant, its officers, directors, agents or employees, the parties specifically agreeing that intentional misconduct includes, but is not limited to, any failure of Consultant, its
employees, officers, directors or agents to perform its services hereunder in accordance with generally accepted professional standards or any negligent acts of Consultants, its officers, directors, agents or employees in performing its obligations hereunder. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

9. **Representation:**
   a. Consultant hereby represents to Owner that it has the experience and skill to perform the services required to be performed by it hereunder; that it shall design to and comply with all applicable federal, state and local laws and codes, including, without limitations, all professional registration requirements (both corporate and individual for all required basic disciplines); that it shall perform said Services in accordance with generally accepted professional standards, in the most expeditious and economical manner, and consistent with the best interest of Owner; that it is adequately financed to meet any financial obligations it may be required to incur hereunder; and that the designs, plans, drawings, specifications or other work product of Consultant shall not call for the use of nor infringe on any patent, trademark, service mark, copyright or proprietary interest claimed or held by any person or business entity absent prior written consent from Owner.

10. **Determination of Disputes:**
    a. Any disputes, difference claim or counterclaim between Owner and Consultant arising out of or in connection with this Agreement which cannot be amicably resolved by the parties through good faith negotiations shall first be submitted to nonbinding mediation for resolution. In the event these efforts are unsuccessful, the matter shall be submitted to the Circuit Court in and for Seminole County, Florida for trial and determination by the court sitting without jury. Said parties hereby consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court in any matter so to be submitted to it, and they expressly waive the right to a jury trial.

11. **Suspension or Termination:**
    a. Anything herein to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon seven (7) days prior written notice to Consultant. In the event of termination, Owner’s sole obligation and liability to Consultant, if any, shall be to pay to Consultant that portion of the fee earned by it, plus any earned amounts for Additional Services, based on the percentage of services completed, through the date of termination, plus any Reimbursable Expenses incurred (to the extent these are expressly allowed herein).

12. **Assignment:**
    a. This Agreement is for the personal services of Consultant and may not be assigned by Consultant in any fashion, whether by operation of law or by conveyance of any type including, without limitation, transfer of stock in Consultant, without prior written consent of Owner, which consent Owner may withhold in its sole discretion.

13. **Notice:**
    a. Notices required or permitted to be given hereunder shall be in writing, may be delivered personally or by mail, telex, cable or courier service and shall be deemed given when received by the addressee. Notices shall be addressed as follows.
b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered hereunder shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

c. Consultant shall provide e-mail capabilities for Consultant’s staff that allows Owner to exchange e-mail with specific employees and allows exchange of electronic files (ftp site to be provided for the transmission of large electronic files). Consultant shall establish and maintain a backup procedure for archiving and restoring all such electronic correspondence and files. No correspondence may be exchanged by e-mail that requires an original signature, seal, or which is a “final” version of any document, drawing, image or work product; all such correspondence shall be transmitted only in original, printed, sealed or written form as appropriate.

d. No e-mail correspondence shall include any material which is confidential, proprietary, or which is relevant to any litigation. All material transmitted by e-mail to Owner is subject to the broad Florida Public Records (Sunshine) Laws. The Owner’s City Clerk shall serve as the Owner’s authority for the purposes of compliance in this matter.

14. Promotion:
   a. Consultant shall acquire no right under this Agreement to use, and shall not use, the name of the Owner without Owner’s prior express written consent. This shall not preclude use of the Owner’s name as a professional reference.

15. Sub-Consultant / Separate Consultants:
   a. Any proposed Sub-Consultant shall be submitted to Owner for written approval prior to Consultant entering into an agreement with Sub-Consultant not announced in Consultant’s response to the RFP in the written proposal and / or oral presentation.
   b. Consultant shall coordinate the services and work product of any Sub-Consultants, and remain fully responsible under the terms of the Agreement. Consultant shall be and remain responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by Consultant or its Sub-Consultants. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in the designs, drawings, specifications, or other services produced pursuant to this Agreement.
   c. Any Sub-Consultant agreement shall reflect the terms of this Agreement and require the Sub-Consultant to assume performance of Consultant’s duties commensurately with Consultant’s duties to Owner under this Agreement, it being understood that nothing herein shall in any way relieve Consultant from any of its duties under this Agreement.
d. Consultant shall cooperate at all times with Owner, and cooperate and coordinate with and incorporate the work product of, any separate consultant in any fashion appropriate or necessary to facilitate the design and construction of any CIP Project within the CIP Project Budget and related schedule.

16. **Governing Law:**
   a. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida with venue residing in Lake County, Florida.

17. **Miscellaneous Provisions:**
   a. If this Agreement contains any provisions construed to be unenforceable or unlawful by a court of competent jurisdiction, the same shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision shall be stricken from this Agreement without affecting the binding force and effect of the Agreement or any of its other provisions, and both parties agree to attempt to negotiate an addendum to the Agreement that would resolve the stricken provision(s).
   b. Respecting the subject matter hereof, this Agreement contains the entire Agreement of the parties and their representatives and agents, and incorporates all prior understandings, whether oral or written. No change, modification or amendment, nor any representation, promise or condition, nor any waiver, to this Agreement shall be binding unless in writing and signed by a duly authorized officer of the party to be changed.
   c. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
   d. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Consultant from any and all claims, demands and causes of action for compensation for services, costs or expenses which Consultant may have against Owner in any way related to the subject matter of this Agreement. Neither the Owner’s review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to Owner in accordance with law for all damages to Owner caused by Consultant’s performance of any of the services furnished pursuant to this Agreement.
   e. It is understood and agreed that Consultant is acting as an independent contractor in the performance of its services hereunder, and nothing herein contained shall be deemed to create an agency relationship between Owner and Consultant.
   f. The rights and remedies of Owner provided for under this Agreement are in addition to any other rights and remedies provided by law.

**COMPLIANCE WITH PUBLIC RECORDS ACT**

Pursuant to Chapter 119.0701, Florida Statutes (2013), the Selected Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

** Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the Work.**
** Provide the public with access to public records on the same terms and conditions that the City would provide the public records and at a cost that does not exceed the cost provided in Chapter 119.0701, Florida Statutes, or as otherwise provided by law.

** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

** Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the contract and destroy any duplicates public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

** If the Contractor does not comply with a public records request, the City shall consider such noncompliance a material default of the terms of the contract negotiated pursuant to this solicitation and shall seek such remedies for such default as provided in the contract or at law.
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year written below:

CONSULTANT:

BY: 

(Sign)

(Print)

TITLE: 

WITNESS TO CONSULTANT SIGNATURE: 

Printed Name

Witness Signature

CITY OF MOUNT DORA, FLORIDA:

BY: 

Mayor Signature

Catherine T. Hoechst 

Mayor Printed

CITY WITNESS: 

City Witness Signature

OFFICIAL CONTRACT EXECUTION DATE: 

EXHIBIT 1

SCOPE OF SERVICES
March 17, 2014
Revised

John A. Peters, III, PE
Interim Director of Public Works and Utilities
City of Mount Dora
1250 North Highland Street
Mount Dora, Florida 32757

Re: SCOPE OF SERVICES AND FEE ESTIMATE
CITY OF MT. DORA WWTP #2 DRIVEWAY RELOCATION TO US HWY 441 AND CONNECTION TO GRANTHAM LANDFILL PROPERTY

Dear Mr. Peters:

Quentin L. Hampton Associates, Inc. (QLH) is pleased to offer the enclosed scope and fee estimate for the above referenced project to provide professional engineering design services. The attached scope of services describes, in detail, what our firm understands to be required for this project. Our services consist of preliminary and final design, permitting and bidding services for the improvements. The project includes the relocation of the existing entrance to WWTP #2 on SR46 to a location at the median opening on US Hwy 441, along with utility main adjustments at the new entrance.

QLH services include surveying, geotechnical investigation, civil design, FDOT permitting, utility conflict resolution, stormwater permitting, plans, specifications, construction administration and inspection. We understand the City would like the improvements to be completed prior to the FDOT Wekiva Parkway Intersection Improvements which are scheduled to start in 2016.

Upon acceptance by the City, we will forward an agreement for Professional Services as the City desires. We look forward to the opportunity to work with the City on this project. If you have any questions or comments, please contact our office.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.

Brad T. Blair, P.E.
President

Andrew M. Giannini, P.E.
Project Manager

AMG:el/bf

Enclosures: Scope of Services and Fee Estimate, Construction Cost Estimate, Concept Plan Sub-consultant proposals from TEDS, SSMC, SRM, and Ardaman
CITY OF MT. DORA
WWTP #2 DRIVEWAY RELOCATION TO US HWY 441 AND
CONNECTION TO GRANTHAM LANDFILL PROPERTY
ENGINEERING DESIGN, PERMITTING AND CONSTRUCTION ADMINISTRATION
SCOPE OF SERVICES AND FEE ESTIMATE

General: This fee estimate and scope of services constitutes an agreement for Continuing Engineering Consulting Services between the City of Mount Dora, Lake County, Florida, hereinafter called the “City”, and Quentin L. Hampton Associates, Inc., a Florida corporation having its office in Port Orange, Florida, hereinafter called “QLH”.

Background: The Florida Department of Transportation (FDOT) has released the Wekiva Parkway Project Development and Environment (PD&E) Study and with it has notified the City of Mount Dora that modifications will be required to the City’s Wastewater Treatment Plant entrance road and utility mains. With the entrance road relocation, modifications to the existing stormwater management system will be required. The plant has substantial truck traffic to the septage receiving station which will require safe routing with the modification. The closed landfill, adjacent to the plant, will require roadway and utility access as well. Utility adjustments, at the new plant entrance, will be included due to the grade change at the proposed entrance.

Purpose of Work: The CITY desires to have QLH provide professional services for the design, permitting and bidding services which are needed for this project.

Description of Services: QLH shall provide the following services:

Survey: QLH will utilize Southeastern Surveying and Mapping Company (SSMC) to provide boundary and underground utility location information to supplement City supplied aerial mapping.

Preliminary Design – QLH will prepare a preliminary design and preliminary design report (PDR) of the improvements including 30% plans along with results of the sub-consultant’s field investigations and reports. A design review meeting will be held with City staff, FDOT and affected utilities. Comments will be invited from all affected parties and incorporated into the design. This process will be followed for 60% and 90% design steps.

During the preliminary design phase, numerous critical decisions must be made and decisions verified with FDOT. Specifically, the northbound right turn on US Highway 441 is critical. It is the design team’s opinion that this can be constructed without a deceleration lane; however, approval from the department is required prior to submitting design and permit applications. Similarly, the full extent of all utility relocations must be determined during this stage.

The entrance driveway on US Highway 441 will affect the location of the City’s ‘future’ reclaimed water storage tank and related piping. A new location would need to be identified prior to completing design of the access road.
**Final Design and Permitting** – Upon revisions to and City acceptance of the preliminary design product, QLH will complete the final design. The construction plans will be provided to City staff for review at the 60% and the 90% completion points. Design review meetings will be held with City staff at both stages. City comments will be incorporated/addressed in the design.

At the 90% stage, the following permits are planned to be applied for:

- FDOT Driveway Connection and Drainage Permits
- FDEP/ACOE Environmental Resource Permit (Modification)
- City of Mount Dora Site Plan
- FDEP NPDES Construction Permit/NOI
- FDEP Water Main Construction permit for the adjustment at the entrance road.

The Design Team will respond to all reasonable RAI’s from the permitting agencies. Upon receipt of the permits and incorporation of the City’s and any permitting agencies’ comments, the final (100%) design documents will be delivered to the City. An allowance for permit fees is included.

**Bidding:** QLH shall assist the CITY in the public bidding of the project by completing the following work items:

- Preparation of bidding documents per CITY standards
- Preparation of documents for City and use in posting on Demand Star
- Preparation of any addenda for City and use in posting on Demand Star
- Addressing of all potential bidder questions
- Attend pre-bid meeting
- Review received bids
- Prepare certified bid tabulation
- Investigate low bidder(s) qualifications
- Prepare bid award recommendation letter
- Attend City Council meeting for bid award

**Schedule:**

QLH will endeavor to meet the following time schedule:

- Schedule and hold kick off meeting: Within 10 days of NTP
- Survey, Geotechnical Investigation, SUE: 30 days after kickoff
- Preliminary Design: 60 days from receipt of survey
- Final Design and Permitting: 60 days from receipt of comments on Preliminary Design
**Basis of Fee:** The proposed fee is based on the following. For the design, permitting and bidding services, see the attached detailed breakdown of hours.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>Survey Allowance including SUE by QLH</td>
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<tr>
<td>Geotechnical Consulting Allowance (Ardaman)</td>
<td>$13,742.00</td>
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<td>Final Design and Permitting</td>
<td>$38,986.00</td>
</tr>
<tr>
<td>Bidding Assistance</td>
<td>$3,725.00</td>
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<tr>
<td>Permit Fee Allowance</td>
<td>$3,000.00</td>
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<tr>
<td>Out of Pocket Allowance</td>
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<td><strong>Total</strong></td>
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</tbody>
</table>

All fees to be billed on a lump sum basis except for “allowances” which will be billed at actual cost or hours expended.

If Florida Sales Tax becomes due on professional services, the CITY shall reimburse QLH for the additional sales tax cost.

“PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF QUENTIN L. HAMPTON ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.”

Prepared by:
QUENTIN L. HAMPTON ASSOCIATES, INC.
-Consulting Engineers-
March 17, 2014
# CITY OF MOUNT DORA

## WWTP #2 ENTRANCE RELLOCATION TO US HWY 441

### QLH ESTIMATED ENGINEERING FEES

#### EXHIBIT B

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<tr>
<th>Task No.</th>
<th>Description</th>
<th>Project Manager (hours)</th>
<th>Project Engineers (hours)</th>
<th>Production Supervisor (hours)</th>
<th>Engineering Analysts (hours)</th>
<th>CAD Technicians (hours)</th>
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**Notes:**

1. SUE allowance by QLH 28 hours
2. See Ardaman proposal - $1,100 contingency included for possible casing needs.
3. Includes TEDS Direct Expenses, Printing, and misc expenses to be charged as needed with receipts
4. Permit Fee Allowance includes FDEP ERP, FDOT Driveway (if req'd), Water Main

City Council - April 1, 2014

Copy of M001 Proposal Fee-Manhour estimate 3-17-14
Andrew M. Giannini, P.E.
Quentin L. Hampton Associates, Inc.
4401 Eastport Parkway
Port Orange, FL 32129

Re: Scope of Services and Fee Proposal
Proposed Driveway Connection on US 441 for New Access Road to
City of Mt. Dora WWTP #2 and Grantham Landfill Property

Dear Mr. Giannini:

Traffic Engineering Data Solutions, Inc. (TEDS) is pleased to offer this scope of services and fee proposal to Quentin L. Hampton Associates, Inc. (QLHA) for providing professional engineering design services for the above referenced project.

PROJECT UNDERSTANDING

- For purposes of this agreement, Quentin L. Hampton Associates, Inc. (QLHA) shall be referred to as the CLIENT, and the City of Mt. Dora shall be referred to as the CITY.
- The CITY currently operates their James P. Snell Sub-Regional Wastewater Treatment Plant (WWTP), also known as WWTP #2, on Lake County Tax Parcel # 331927000200000700, which is located at the southwest corner of US 441 (SR 500) and SR 46.
- The Florida Department of Transportation (FDOT) is underway with design of Section 3B of the Wekiva Parkway, and the preliminary concept plan currently depicts substantial improvements to the existing interchange of US 441 (SR 500) & SR 46. The existing access road that serves WWTP #2 is presently connected to SR 46, but this driveway will be removed with the interchange improvements.
- Under Bid No. 13-11-001, the CITY has selected QLHA to provide planning analysis for future plant capacity, as well as roadway engineering & drainage design and permitting services to relocate the entrance road to WWTP #2 onto US 441 (SR 500) at the south end of the property, in general accordance with the Proposed Driveway Connection plan TEDS provided to QLHA during the City’s Request for Proposal (RFP) process. Under this same bid, the CITY has selected a separate consultant to provide utility relocation design services which will need to be coordinated with the proposed roadway and drainage improvements.
- The CITY’s utility consultant will be simultaneously designing the jack & bore of a large size utility underneath US 441 (SR 500) in close proximity to the proposed driveway entrance. Coordination of roadway & utility design will be required, but the CITY’s utility consultant will design the utility crossing and obtain the required FDOT Utility Permit.
- This agreement includes roadway engineering design services for the turn lane improvements in the US 441 (SR 500) right of way, as well as the on-site roadway(s). Drainage design services included in this agreement are only those related to modification of the conveyance systems in the US 441 (SR 500) right of way, since QLHA will be providing drainage design services for on-site improvements, including the modification of the existing stormwater management facilities.
- QLHA will be preparing and submitting the application to the St. Johns River Water Management District (SJRWMD) and/or Florida Department of Environmental Protection (FDEP) as necessary to obtain an Environmental Resource Permit (ERP).
- No surveying services are included in this agreement. Under separate contract, QLHA will retain Southeastern Surveying, Inc. to provide all required survey information for the project, including, but not limited to, topography and a Digital Terrain Model (DTM) for roadway design purposes.
No geotechnical engineering investigation is included in this agreement. Under separate contract, QLHA will retain a qualified geotechnical engineer to provide any required geotechnical engineering investigation that may be required for the project, including slope stability analysis.

Landscape architecture, hardscape design, and irrigation design are not included in this agreement at this time.

No biological assessment or permitting is included in this agreement as it is not anticipated to be required at this point in time.

The CITY shall provide traffic counts or projected trip generation information for the proposed WWTP site adequate for the purposes of determining turn lane needs (number of lanes and turn-lane length) for the northbound right-turn and southbound left-turn movements, as well as the westbound approach.

SCOPE OF SERVICES

Task 1 – Project Coordination & Meetings

TEDS will complete the following specific project coordination and meeting efforts for this project:

- Review survey provided by Southeastern Surveying, Inc.
- Review geotechnical engineering report prepared by others, as related to roadway design elements and slope stability
- Perform site visit and photograph existing conditions
- Obtain and review record plan information for US 441 (SR 500) that may be on file at FDOT
- General coordination with FDOT Project Manager and Moffitt Nichol Project Manager (FDOT Design Consultant) to obtain Microstation Design files, convert to AutoCAD Civil 3D, and coordinate future conditions proposed in the Wekiva Parkway Section 3B project (FPID 238275-2)
- Prepare for and attend one (1) project coordination meeting at the City of Mt. Dora with City staff, QLHA, and the City's utility relocation design consultant, including coordination of jack & bore for large utility being designed by CITY's utility consultant
- Schedule, prepare for, and attend one (1) pre-application meeting with FDOT at the Leesburg Maintenance Office
- General coordination of proposed driveway / roadway design with associated stormwater collection system in relation to stormwater management facility modification(s) being designed by QLHA
- Other miscellaneous coordination that may be required with parties such as the project surveyor, City Council, City Attorney, stakeholders, etc.

Task 2 – Traffic Study

*Omitted*

Task 3 – Construction Plans

Based upon the initial coordination meetings with the CITY, the completed survey, the completed traffic analysis, our site visit, and review of other background information, TEDS will prepare a conceptual plan to illustrate the proposed improvements. The conceptual plan will be provided to QLHA and the CITY for review. TEDS will revise the conceptual plan per any comments received and schedule a pre-application meeting with FDOT to confirm the design methodology.
TEDS will address the following design elements in this project:

- Required length of turn lanes based on design speed and traffic study results
- Pavement section based on previous plans or typical section prescribed in the Wekiva Parkway Section 3B project (FPID 238275-2) or by the local FDOT Maintenance Office
- Drainage design for conveyance system in US 441 (SR 500) right of way which will be impacted by proposed turn lane(s), including median swale and swale along the eastern side of the right of way, both of which are lined with concrete ditch pavement
- Addition of proposed drainage structures to allow for installation of driveway and turn lane(s)
- Relocation and/or replacement of existing signage and/or pavement markings within the right of way
- Profile design for new driveway and on-site access road to eastern extents of property owned by the CITY
- Erosion control measures required within the right of way
- Traffic control based on FDOT Standard Indexes

TEDS will prepare the following construction plans for the project:

- **Key Sheet** (1 sheet)
- **Drainage Map** (1 sheet)
- **General Notes** (1 sheet)
- **Summary of Pay Items** (1 sheet) *For roadway/driveway quantities only*
- **Typical Sections** (1 sheet)
- **Plan & Profile Sheets** (4 sheets)
- **Cross Sections** (6 Sheets)
- **Construction Details** (2 sheets)
- **Traffic Control Plans** (3 sheets) *Sheets from Standard Index only*
- **Stormwater Pollution Prevention Plan (SWPPP)** – to depict erosion control measures necessary for the contractor to maintain compliance with the National Pollutant Discharge Elimination System (NPDES) program during construction (2 sheets)

Design provided by TEDS will be based on the FDOT Standard Indexes and the FDOT Utility Accommodation Manual (UAM). The FDOT standard specifications will be used for this project. Once the construction plans have been completed, TEDS will prepare an Engineer's Opinion of Probable Costs for elements in the US 441 (SR 500) right of way.

**Deliverables:** Throughout the design and permitting phases of the project, TEDS will provide up to 30 sets of progress plans printed at 1"=40’ scale on 11”x17” sheets.

**Task 4 – SSOCOF Design Ticket**

TEDS will coordinate a Sunshine One Call of Florida (SSOCOF) design ticket for the project in an attempt to identify the utility companies that may be using the right of way. Upon substantial completion of the construction plans by TEDS and QLHA, we will transmit courtesy copies to the utility companies for their review of conflicts with the proposed construction.
Task 5 – FDOT Driveway Connection Permit

Once construction plans have been developed by TEDS and QLHA, we will prepare a Driveway Connection Permit for execution by the CITY. In the event permit review fees are not waived by the FDOT, TEDS will communicate the amounts of any required review fee(s) associated with permit and request checks from the CLIENT before submittal to FDOT’s local maintenance office on behalf of the CITY for their review and approval. Once comments have been received from FDOT and reviewed, TEDS will revise the construction plans and prepare a response letter for resubmittal to the FDOT.

Task 6 – FDOT Drainage Connection Permit

Once construction plans have been developed by TEDS and QLHA and Drainage Calculations have been prepared by TEDS, we will prepare a Drainage Connection Permit application for execution by the CITY. The completed application will be submitted to FDOT’s local maintenance office on behalf of the CITY for their review and approval. Once comments have been received from FDOT and reviewed, TEDS will revise the construction plans and drainage calculations, and prepare a response letter for resubmittal to the FDOT.

Task 7 – Post Design Services

TEDS will provide the following services before final certifications are required:

- Review bid documents prepared by the CLIENT for the CITY
- Prepare for and attend a pre-bid meeting with the CLIENT at the CITY
- Review and respond to bidder questions
- Prepare for and attend a pre-construction meeting at the CITY with the CLIENT
- Review roadway/driveway related civil shop drawing submittals for approval
- Review and respond to up to five (5) requests for information during construction
- Provide up to 8 hours of limited construction observation
  (based upon 2 site visits x 4 hours per visit including travel)
- Attend final walk-through for punch list development

Once construction has been completed, TEDS will review “as-built” survey drawings prepared by the project surveyor or another surveyor currently registered in the State of Florida, by laying their CAD file over the construction drawings for comparison. Based on these drawings, limited construction observation, and any project testing performed by the contractor, TEDS will provide the following services during the certification phase of this project:

- Prepare Engineer’s Record Drawings for turn lane improvements in the US 441 (SR 500) right of way
- Prepare a Record Drawing Report by Permittee’s Professional Engineer (form 850-040-19) for submittal to the FDOT for Driveway Connection Permit closure
- Prepare As-Built Certification on page 8 of the Drainage Connection Permit (form 850-040-06) for submittal to the FDOT for Drainage Connection Permit closure
COMPENSATION

TEDS shall conduct the work described above for the fees indicated below.

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<tr>
<th>Task Description</th>
<th>Fee</th>
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<td>Task 3 – Construction Plans</td>
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RESPONSIBILITIES OF THE CLIENT

In order for TEDS to maintain the schedule and the quality of the work effort, the following will be required of the CITY:

- Provision to TEDS of a properly executed contract PRIOR to TEDS performing services identified;
- Written approval by the CLIENT of any modifications to the SCOPE required of TEDS;
- Timely payment of invoices as described in Attachment B;
- Provision to TEDS of traffic counts / trip generation;
- Provision to TEDS of all permit application fees;
- Provision to TEDS of the topographic survey with right of way in CAD format;
- Provision to TEDS of geotechnical engineering investigation report;
- Advance notice of meetings requiring TEDS staff attendance

SERVICES NOT INCLUDED

The following services are not included in this proposal:

- Traffic Analysis
- Survey
- Geotechnical engineering
- Biological assessment and permitting
- Landscape architecture / irrigation design
- Post-design services

An additional scope and fee proposal will be provided to the CITY for any services not specifically included in the scope of services above.
ACCEPTANCE OF TERMS

If the preceding SCOPE and terms are satisfactory, please sign below indicating your agreement to the content and return this Agreement to TEDS in its entirety, as authorization to proceed.

Sincerely,

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.

Deanna F. Ferrell, MBA   Mikal R. Hale, P.E.   Fred D. Ferrell, PE
President    Senior Project Manager    Chief Engineer

Enclosures: Attachment A - Standard Hourly Billing Rates
Attachment B - Terms and Conditions of Agreement

As a condition of this Agreement, the CLIENT agrees to accept TEDS Standard Terms and Conditions of Agreement attached hereto as Attachment B and made a part of this Agreement. In signing, the signatory affirms that he/she is duly authorized, on behalf of the CLIENT, to enter into this Agreement.

Quentin L. Hampton Associates, Inc.

By: ________________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________
# ATTACHMENT A

## Standard Hourly Billing Rates

**Effective January, 2013**

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<tr>
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</tr>
<tr>
<td>40</td>
<td>Preparation Time</td>
<td>$275</td>
</tr>
</tbody>
</table>
ATTACHMENT B
Terms and Conditions of Agreement
Effective January, 2013
(Page 1 of 2)

This engagement of Traffic Engineering Data Solutions, Inc. (TEDS) by Client is under the following terms and conditions and is an integral part of the collective Agreement between CLIENT and TEDS.

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of the Proposal.

2. Payment to TEDS is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.

3. TEDS’ current Standard Hourly Billing Rates (Attachment A) in effect at the time work is performed will be used to determine hourly charges.

4. All schedules set forth in the attached Scope of Services commence upon receipt of a signed agreement and, if requested, a retainer. All retainer amounts will be applied to the last invoice.

5. Requests for additional services must be authorized in writing before additional work can begin. Any fee adjustment required will be established at that time.

6. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1 ½ percent per month. Invoices will be rendered on a TEDS standard form. Any special formats requested by the CLIENT will require additional compensation.

7. Prior to releasing to the CLIENT any final work product resulting from any phase, task, subtask or portion of the services provided under this Agreement, TEDS may, at its sole discretion, require payment for services rendered through the completion of the said work product.

8. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due to services rendered under this Agreement, TEDS shall be entitled to full reimbursement of all such costs, including reasonable attorney fees, as part of this Agreement.

9. Invoice payments must be kept current for work to continue. If the CLIENT fails to pay any invoice due to TEDS within 45 days of the date of invoice, TEDS may, without waiving any other claim or right against CLIENT, suspend services under this Agreement until TEDS has been paid in full all amounts due TEDS and/or any of its Subconsultants and Subcontractors. Furthermore, CLIENT agrees that TEDS shall not be held liable for damages sustained by the CLIENT or others due to such suspension of services.

10. Professional Liability, General Liability, and Comprehensive Automobile Liability Certificates of Insurance will be furnished upon request. If the CLIENT requires insurance coverage of limits in excess of TEDS’ normal policies, and if it is available, CLIENT agrees to reimburse TEDS for such additional expense.

11. The CLIENT and TEDS shall at all times mutually indemnify and save harmless each other and their officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by, or alleged to have been sustained by, any person or entity, to the extent caused by the negligent acts, errors, or omissions of the other, the other’s agents, employees, or subcontractors in connection with the project.

12. For any damage on account of any error, omission or other professional negligence, TEDS’ liability will be limited to the fee received under this Agreement less third-party costs.
13. TEDS shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control of, and without the fault or negligence of, TEDS.

14. All documents including Drawings and Specifications prepared by TEDS pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by TEDS for the specific purpose intended will be at the CLIENT’s sole risk and without liability or legal exposure to TEDS; and the CLIENT, shall reuse said documents, shall indemnify and hold harmless TEDS from all claims, damages, losses and expenses, including attorneys fees, arising out of or resulting there from. Any such verification or adaptation will entitle TEDS to additional compensation at rates to be agreed upon by TEDS and the person or entity seeking to reuse said documents.

15. In entering into this Agreement, CLIENT has relied only upon the warranties or representations (a) set forth in the Agreement; or (b) implied by law. No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the CLIENT relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between CLIENT and TEDS.

16. All Direct Expenses incurred under this Agreement, unless otherwise stated, are not included in the COMPENSATION and shall be subject to a N/A percent multiplier.

17. The laws of the State of Florida govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. Venue of any litigation based on this Agreement, or arising out of, under or in connection with this Agreement, or any course of conduct, course of dealing, statements or actions of any party with respect thereto shall be in Volusia County, Florida.

18. WAIVER OF JURY TRIAL: The CLIENT hereby knowingly, voluntarily, and intentionally waives any right they may have to a trial by jury in respect to litigation based on this Agreement or arising out of, under or in connection with this Agreement, or any course of conduct, course of dealing, statements or actions of any party with respect hereto or thereto. This provision is a material inducement for TEDS accepting and/or entering into this Agreement.

19. No covenant or term of this Agreement in favor of TEDS shall be waived except by the express written consent of TEDS, whose forbearance or indulgence in any regard whatsoever shall not constitute a waiver of the covenant, term or condition to be performed by the CLIENT. Nor shall the waiver of a specific breach of any condition or covenant hereunder constitute a defense or excuse for a future breach of the same or any other condition or covenant. TEDS’ failure to exercise any right or option granted hereunder should not be deemed or construed as a waiver by TEDS of such right or option. Until complete performance by CLIENT of said covenant, term or condition, TEDS shall be entitled to invoke any remedy available under this Agreement or by law despite such forbearance or indulgence.

20. TEDS does not guarantee the approval of TEDS' work by public agencies nor does TEDS guarantee the approval of the CLIENT’s development or improvements. TEDS does warranty its work effort and agrees to correct deficiencies noted in its work caused by TEDS in a timely manner and in accordance with the SCOPE OF WORK at no additional cost to the CLIENT.

21. Any work performed pursuant to this Agreement shall entitle TEDS to all lien rights afforded by Chapter 713, Florida Statutes.

22. TEDS or CLIENT may terminate services, in writing, under this Agreement at any time. All work performed per this Agreement up to the termination time shall be due without regard to the termination.
## PROJECT DESCRIPTION:

**Prime Consultant:** Quentin L. Hampton Associates, Inc.

**ESTIMATE PREPARED BY:** Mikal R. Hale, P.E.

**Rate/Hr:** $180.00  
**Rate/Hr:** $110.00  
**Rate/Hr:** $80.00  
**Rate/Hr:** $85.00  
**Rate/Hr:** $55.00  
**Rate/Hr:** $55.00

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<tr>
<th>ACTIVITY</th>
<th>Chief Engineer / Sr. Project Manager</th>
<th>Sr. CADD Designer</th>
<th>Engineer Intern</th>
<th>Project Engineer</th>
<th>Sr. Project Manager</th>
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<td>Pos &amp; Act</td>
<td>Rate</td>
<td>Pos &amp; Act</td>
<td>Rate</td>
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### Task 1 - Project Coordination & Meetings

- Review completed survey: 25 hours, $4,500.00
- Review project reports: 2 hours, $300.00
- Obtain record plans from FDOT and review: 11 hours, $2,090.00
- Convert Microstation to AutoCAD Civil 3D: 4 hours, $660.00
- Prepare for & attend (1) coordination meeting at City Maintenance Office: 1 hour, $165.00
- Prepare for & attend pre-application meeting with FDOT Leesburg: 1 hour, $165.00
- Other miscellaneous coordination: 5 hours, $750.00

### Task 2 - Traffic Study

(*Omitted*)

### Task 3 - Construction Plans

- Roadway Analysis: 12 hours, $2,160.00
- Drainage Analysis: 3 hours, $440.00
- Signing & Pavement Marking Analysis: 3 hours, $440.00
- Key Sheet (1 Sheet): 1 hour, $150.00
- Drainage Map (1 Sheet): 1 hour, $150.00
- General Notes (1 Sheet): 2 hours, $300.00
- Summary of Pay Items (1 Sheet): 1 hour, $150.00
- Typical Sections (1 Sheet): 1 hour, $150.00
- Plan & Profile Sheets (4 sheets): 4 hours, $660.00
- Cross-Sections (6 sheets): 6 hours, $990.00
- Construction Details (2 sheets): 3 hours, $450.00
- SWPPP (2 sheets): 3 hours, $440.00
- Engineer’s Estimate of Probable Costs (60% & 100%): 2 hours, $300.00

### Task 4 - SSOCF Design Ticket

- Cost in Design Ticket: 1 hour, $180.00
- Prepare & send notification emails with plans: 1 hour, $180.00
- Locate location of existing utilities per USO markups: 8 hours, $1,200.00
- Coordinate relocations per conflicts: 8 hours, $1,440.00

### Activity Average Hourly Cost & Rate

- Task 1 - Project Coordination & Meetings: 132.97
- Task 2 - Traffic Study (*Omitted*): #DIV/0!
- Task 3 - Construction Plans: 106.78
- Task 4 - SSOCF Design Ticket: 87.06
**PROJECT DESCRIPTION:**
Proposed Driveway Connection on US 441 for New Access Road to City of Mt. Dora WWTP #2 and Grantham Landfill Property

**ESTIMATE PREPARED BY:** Mikal R. Hale, P.E.

### MAN-HOUR ESTIMATE

11/27/2013 (REVISED 12/26/2013)

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>CHIEF ENGINEER / SR. PROJECT MANAGER</th>
<th>PROJECT ENGINEER</th>
<th>ENGINEER INTERM</th>
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<td>Pos &amp; Act</td>
<td>Hrs</td>
<td>Pos &amp; Act</td>
<td>Hrs</td>
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#### Task 5 - FDOT Driveway Connection Permit

| Description | Hours Pos & Act | Hrs | Pos & Act | Hrs | Pos & Act | Hrs | Pos & Act | Hrs | Pos & Act | Hrs | Pos & Act | Hrs | Pos & Act | Hrs | Pos & Act |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Prepare & submit application | 2 | 510.00 | 17 | 1,470.00 | 0 | 0.00 | 30 | 2,550.00 | 0 | 0.00 | 0 | 0.00 | 49 | 4,780.00 | 97.55 |
| Review comments and revise plans | 1 | 10 | 10 | 20 |
| Resubmit revised plans to FDOT | 1 | 10 |

#### Task 6 - FDOT Drainage Connection Permit

| Description | Hours Pos & Act | Hrs | Pos & Act | Hrs | Pos & Act | Hrs | Pos & Act | Hrs | Pos & Act | Hrs | Pos & Act | Hrs | Pos & Act | Hrs | Pos & Act |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Compile Drainage Report | 33 | 6 | 20 |
| Prepare & submit application | 5 | 5 |
| Review comments and revise plans / report | 1 | 10 | 20 |
| Resubmit revised plans / report to FDOT | 1 | 10 |

#### Task 7 - Post-Design Services

| Description | Hours Pos & Act | Hrs | Pos & Act | Hrs | Pos & Act | Hrs | Pos & Act | Hrs | Pos & Act | Hrs | Pos & Act | Hrs | Pos & Act | Hrs | Pos & Act |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Review bid docs prepared by QLHA | 3 |
| Prepare & attend pre-bid meeting at CITY | 5 |
| Review & respond to bidder questions | 5 |
| Prepare for & attend pre-construction meeting at CITY | 5 |
| Review roadway/driveway related civil shop drawing submittals for approval | 8 |
| Review & respond to up to (5) RPFs | 2 |
| Provide up to 8 hours of limited construction observation | 8 |
| Attend final walk-through for punch-list development | 4 |
| Review as-builts and prepare Engineer's Record Drawings | 1 |
| Prepare & submit Records Drawings Report for closure of Driveway Connection Permit | 1 |
| Complete As-Built Certification for closure of Drainage Connection Permit | 1 |

**TOTALS**

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<tr>
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<th>Hrs</th>
<th>Pos &amp; Act</th>
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**LABOR**

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**EXPENSES**

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**SUB-TOTAL - EXPENSES**

$1,408.00

**TOTAL LUMP SUM CONTRACT AMOUNT**

$42,513.00
December 2, 2013

Mr. Andrew M. Giannini, P.E.
Quentin L. Hampton Associates, Inc.
4401 Eastport Parkway
Port Orange, FL 32127

RE: The City of Mount Dora Wastewater Treatment Plant Entrance Relocation - Topographic Survey
Section 33, Township 19 South, Range 27 East, Lake County, Florida

Dear Mr. Giannini,

We are pleased to submit our proposal for Surveying Services on the above referenced project.

SCOPE OF WORK:
Provide a Topographic Survey in accordance with Chapter 5J-17 F.A.C. to include the following:

1. Contact Sunshine 811 for utility locates.

2. Locate all improvements and utilities, as evidenced by above ground features or as marked by the designated utility company representative, to include the x, y & z values on all above ground features.

3. Locate 3 utility lines at the SW corner of the parcel.

4. Locate the east right-of-way of US 441 in the area of survey and the north right-of-way for railroad.

5. Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one foot contours to be shown on the final drawing.

6. Establish a minimum of (2) site benchmarks.

7. Topographic coverage will be limited to within the area depicted on the aerial provided by the client via email on 11/26/2013.

8. All work will be performed in the Florida State Plane Co-ordinate System for horizontal control and NAVD’88 for vertical control.
9. Bridge Survey - Locate toe of slope and foundations at the NE corner of the bridge at the east right-of-way of US 441.

The final product will be four (4) certified prints, and an electronic file in AutoCAD.

Our fee for the above referenced work will be Four Thousand Eight Hundred Fifty Dollars & 00/100 ($4,850.00).

We anticipate completion of the above described work within three (3) weeks after receipt of a written notice to proceed. Payment is expected within thirty (30) days of invoice.

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

Sincerely,

James M. Dunn, II, P.S.M.
Project Manager

JMD:gac

If the above scope, period of service and method of compensation meets with your approval, please execute below and fax to Southeastern Surveying and Mapping Corporation as notice to proceed along with the notice of commencement.

If your firm prefers using its standard PROFESSIONAL SERVICES AGREEMENT lieu of this proposal letter, this document MUST BE furnished to Southeastern Surveying and Mapping Corporation, negotiated, and executed prior to the commencement of any service.

Send all Agreements to:

Orlando Corporate Office
6500 All American Boulevard
Orlando, FL 32810.
Fax: 407-292-0141
Email: info@southeasternsurveying.com

Your firm agrees that by (1) signing and returning this Proposal, or (2) partial or complete performance under this Proposal (such as but not limited to submitting a written Notice to Proceed) and SOUTHEASTERN SURVEYING AND MAPPING CORPORATION has not received, negotiated and/or executed a PROFESSIONAL SERVICES AGREEMENT, then it is agreed that THE TERMS AND CONDITIONS IN THIS PROPOSAL SHALL GOVERN THE SERVICES RENDERED.

Furthermore, if requested, your firm acknowledges that by accepting this Proposal, SOUTHEASTERN SURVEYING AND MAPPING CORPORATION will provide your firm with an insurance certificate that (1) contains the project name and (2) lists your firm as the certificate holder.
The person executing this document must indicate that he/she is a Principal and/or Corporate Officer.

If the signatory is not a Principal and/or Corporate Officer, a Letter of Authorization on company letterhead signed by a Principal and/or Corporate Officer, MUST be provided that specifically provides that signatory has the authority to bind the parties by entering into this agreement.

ACCEPTED BY:

/  
Principal / or Corporate Officer  Title  Printed Name  Date
Dear Gentlemen:

As requested, we are pleased to present this proposal for conducting a subsurface soil exploration and geotechnical engineering evaluation for the subject project. Based on information provided by Mr. Mikal Hale, P.E. with Transportation Engineering Data Solutions, Inc. and Mr. Andrew Giannini, P.E. with Quentin L. Hampton Associates, Inc. the proposed development includes the following:

- A new entrance road to the WWTP facility from US Highway 441;
- An entrance road leading from the south portion of the WWTP facility to the adjacent Grantham Landfill property to the east;
- A new dry stormwater retention pond and two pond expansion areas; and

Based on conversation with Mr. Hale, up to 20 feet of soil will be cut from the entrance road area to construct the roadway. Where the entrance road will intersect US Highway 441 the grade of the roadway drops from a high of approximately Elevation +140 down to Elevation +113. A steep slope exists in this area of the proposed roadway.

The scope of our work will include determining if the soil characteristics are suitable to construct the proposed pavement. In addition, we will explore the soil stratigraphy in the retention pond areas and provide results of the soil permeability tests. We will also perform a slope stability analysis for the area where the new roadway intersects US Highway 441.

The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.
FIELD EXPLORATION

Since portions of the site are heavily wooded, minor brush clearing (mowing) may be performed to provide access to the boring locations. We could direct a site work contractor to clear minimal paths to our boring locations. Assistance from the client will be needed to help identify wetland areas and areas of threatened and/or endangered species habitat which should be avoided when performing these minor brush clearing operations. Also, this proposal assumes that permission from local Code Enforcement, SJRWMD or other pertinent agencies for the minor clearing, if necessary, has been obtained by the client.

The field exploration program will include the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Number of Borings</th>
<th>Depth Below Ground Surface (feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entrance Road at US Highway 441</td>
<td>1 SPT</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>1 SPT</td>
<td>20</td>
</tr>
<tr>
<td>Slope adjacent to US Highway 441</td>
<td>1 SPT</td>
<td>60</td>
</tr>
<tr>
<td></td>
<td>1 SPT</td>
<td>40</td>
</tr>
<tr>
<td>Access Road to Grantham Landfill Property</td>
<td>2 Auger</td>
<td>10</td>
</tr>
<tr>
<td>New Retention Pond</td>
<td>1 Auger</td>
<td>15</td>
</tr>
<tr>
<td>Accessible Pond Expansion Areas</td>
<td>2 Auger</td>
<td>15</td>
</tr>
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The SPT borings will be drilled using a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals below 10 feet. The auger borings will be drilled using a 4-inch diameter truck-mounted continuous flight auger. Each sample will be removed from the sampler or auger in the field and then examined and visually classified by our crew chief. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation.

In addition, a field permeability test will be performed at two locations within the proposed retention pond and pond expansion areas. The field permeability tests will include installing a solid-walled PVC casing, snugly fit, into a 4-inch diameter 5-foot deep auger boring. The bottom of the pipe will be open and raised 1 foot above the bottom of the boring. The bottom 1 foot of the boring will be gravel-packed. The rate water is taken in by the formation is measured and used to calculate permeability. The test will be run as a “constant head” test by maintaining the water level in the casing at ground surface level. If relatively high permeability soils are present, the test will be run as a “falling head” test in which the rate of water drop will be measured.

We recommend that the project surveyor locate our borings horizontally and vertically (i.e.; determine the elevation of the ground surface at the boring locations). This information will increase the accuracy of the data obtained and will be especially useful in estimating the normal seasonal high groundwater table level. We assume that the surveyor will be retained by the client to provide these services.
LABORATORY PROGRAM

Routine laboratory visual classification will be performed by a geotechnical engineer along with specific classification tests deemed necessary (i.e., percent fines, organic content, Atterberg limits, etc.).

ENGINEERING ANALYSIS AND REPORT

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations to guide site preparation for the two new roadway areas. It is our understanding that the pavement design for these roads will be performed by others once the loading conditions are known. A slope stability analysis for the area of the proposed entrance road adjacent to US Highway 441 will be performed. For our analysis, we will require that the client provide the geometry of the proposed slope in this area. Analysis for one slope geometry is included in this scope of services. In addition, we will provide an estimate of the normal seasonal high groundwater table level at the boring locations and the results of the soil permeability tests.

The results of our analyses and our recommendations, together with all data developed during the exploration, will be submitted in a written report upon conclusion of the study.

SCHEDULE

Based on our present schedule, we could mobilize our drilling equipment to begin work within two to three weeks after receiving authorization to proceed. We expect the field exploration will require three days to complete. Our analysis and report preparation will require an additional two to three weeks after completion of the laboratory and field programs, however, verbal results can be provided during the course of the project.

COST ESTIMATE

The costs associated with the aforementioned tasks are estimated as follows. The total cost will not be exceeded without prior authorization.

- Brush Mowing and Borehole Layout: 1 day @ $2,220/day $ 2,220.00
- Mobilize Drilling Crew and Equipment:
  - 1 mobilization @ $500.00/mob $ 500.00
- SPT Borings: 150 l.f. @ $15.00/l.f. $ 2,250.00
- Grout Boreholes greater than 15 feet deep: 150 l.f. @ $4.15/l.f. $ 622.50
- Auger Borings: 65 l.f. @ $12.25/l.f. $ 796.25
- Field Permeability: 2 tests @ $300.00/test $ 600.00
- Drill Crew Setup and Relocation: 4.0 crew hours @ $176.00/crew hour $ 704.00
- Laboratory Classification Testing Allowance: estimate $ 425.00
- Senior Project Engineer: 18 hours @ $130.00/hour $ 2,340.00
- Project Engineer: 9 hours @ $115.00/hour $ 1,035.00
- CADD Draftsperson: 6.5 hours @ $57.00/hour $ 370.50
Technical Secretary: 3.5 hours @ $46.00/hour $ 161.00
TOTAL $12,024.25

If temporary casing is needed to prevent borehole collapse during drilling, a cost of $9.75 per linear foot of casing installed between 0 and 50 feet deep ($12.00 per linear foot between 51 and 100 feet deep) will be added to the above total.

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions: (1) access to boring locations is to be readily available to our equipment and personnel, (2) the proposed number of borings and the boring depths will be adequate, (3) undisturbed samples and consolidation tests on fine grained soils are not budgeted into the total cost, (4) maintenance of traffic is not required to perform the field work, (5) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine State One-Call; their locations are to be provided by the client prior to commencement of the field work, (6) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included, and (7) this proposed exploration is a relatively shallow exploration and is not intended to be an evaluation for sinkhole potential. However, if conditions indicative of sinkhole activity are encountered within the boring depths proposed herein, you will be notified.

CLOSURE

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by signing and returning the attached Proposal/Project Acceptance sheet. Please call if you have any questions or require additional information.

Very truly yours,

ARDAMAN & ASSOCIATES, INC.

Jason P. Manning, P.E.
Branch Manager
PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

PROJECT INFORMATION:

Project Name   Mount Dora WWTP Driveway Improvements
Project Location   Mount Dora, Florida
Proposal Number and Date 1323-228 Revised January 3, 2014
Description of Services   Subsurface Soil Exploration and Geotechnical Evaluation
Estimated Fee   $12,024.25

PROPERTY OWNER IDENTIFICATION: (If other than above)

Name__________________________________________________________
Property Identification Number_______________________________
Address_____________________________________________________
City/State____________________ Zip Code______ Phone____________
Attention______________________________ Title____________________

SPECIAL INSTRUCTIONS:

PAYMENT TERMS:

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any invoice shall constitute a waiver of any and all claims against Ardaman & Associates, Inc.

PROPOSAL ACCEPTANCE:

By accepting this Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.’s General Conditions appearing on the second page of this Proposal, are incorporated herein by reference. In the event this Proposal Acceptance was received by facsimile, Client hereby confirms that the above described Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.’s General Conditions have been made available and are incorporated in this agreement.

Accepted this__________________ day of__________________________, 2014

(Print or type individual, firm or corporate body name)

(Signature of authorized representative)

(Print or type name of authorized representative and title)
GENERAL CONDITIONS - FLORIDA

Parties And Scope Of Work – Ardaman & Associates, Inc. (hereinafter referred to as “A&A”) shall include said company, its division, subsidiary, parent or affiliate performing the Work. “Work” means the specific services to be performed by A&A as set forth in A&A’s proposal, the Client’s acceptance thereof, both incorporated herein by this reference, and these General Conditions. “Client” refers to the person or business entity ordering the Work to be done by A&A. If the client is ordering the Work on behalf of a third party, the Client represents and warrants that the Client is the duly authorized agent of said third party for the purpose of ordering and directing said Work. In the event the Client is not the authorized agent of said third party, Client agrees that he shall be individually liable hereunder. Further, Client shall disclose any such agency relationship to A&A in writing before the commencement of A&A’s Work hereunder. Client agrees that A&A’s professional duties are specifically limited to the Work as set forth in A&A’s proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client’s intended purpose. A&A’s Work is for the exclusive use of client, and its properly disclosed principal. In no event shall A&A have any duty or obligation to any third party. Directing A&A to proceed with the Work shall constitute acceptance of the terms of A&A’s proposal and these General Conditions.

On-Call Services – In the event A&A is retained to perform construction materials testing (“CMT”), including but not limited to proctor and soil density tests, concrete tests, etc., on an On-Call basis such that A&A is not retained to perform continuous observations of construction, Client assumes sole responsibility for determining the location and frequency of sampling and testing. In such On-Call testing, A&A’s test results are only representative of conditions at the test location and elevation, and different conditions may exist at other locations and other elevations. Furthermore, in the event Client fails to properly determine the location or frequency of sampling and testing, under no circumstances will A&A assume any duty by performing its CMT services.

Right-of-Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for A&A to make the planned borings, surveys, and/or explorations. A&A will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Damage to Existing Man-made Objects – It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects related to field tests, sampling, or boring locations. In addition, Client waives any claim against A&A arising from any damage to existing man-made objects.

Warranty and Limitation of Liability - A&A shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and A&A is promptly notified in writing prior to one year after completion of such portion of the services, A&A will re-perform such portion of the services, or if re-performance is impracticable, A&A will refund the amount of compensation paid to A&A for such portion of the services. This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall A&A be liable for any special, indirect, incidental, or consequential loss or delay or time-related damages. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or $50,000.00, whichever is greater. Client may, upon written request received within five days of Client’s acceptance hereof, increase the limit of A&A’s liability by agreeing to pay A&A an additional sum as agreed in writing prior to the commencement of A&A’s services.

This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved. PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Sampling or Testing Location – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention - Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and A&A, at its sole discretion, will dispose of or retain any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client’s written request, A&A will maintain preserve test samples and specimens or the residue therefrom for thirty (30) days after submission of A&A’s report to Client free of storage charges. After the initial 30 days and upon written request, A&A will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances (“Hazardous Substances” and “Hazardous Constituents”, respectively), A&A will, after completion of testing and at Client’s expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that A&A is acting as a bailee and at no time does A&A assume title of said waste.

Discovery of Unanticipated Hazardous Materials – Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. A&A and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. A&A and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for A&A to take immediate measures to protect health and safety. A&A agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages A&A to take any and all measures that, in A&A’s professional opinion, are justified to preserve and protect the health and safety of A&A’s personnel and the public. Client agrees to compensate A&A for the additional cost of working to protect employees’ and the public’s health and safety. In addition, Client waives any claim against A&A arising from A&A’s discovery of unanticipated hazardous materials or suspected hazardous materials.

Indemnification – Client agrees to defend, indemnify and save harmless A&A from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from A&A’s performance of the proposed work, whether such claims or damages are caused in part by A&A, and agrees to reimburse A&A for expenses in connection with any such claims or suits, including reasonable attorney’s fees. Client’s obligation to indemnify is limited to $2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by A&A.

Legal Jurisdiction – The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. All causes of action, including but not limited to actions for indemnification, arising out of A&A’s Work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of substantial completion of the Work for acts or failures to act occurring prior to substantial completion, or the date of issuance of A&A’s final invoice for acts or failure to act occurring after substantial completion of the Work. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

Force Majeure - A&A shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carrier, clients or other similar causes beyond its control.

Drafting and Severability – This Agreement has been drafted by all Parties hereto and shall not be construed against any Part or in favor of any other Party. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.
DATE: April 1, 2014

TO: Mayor and City Council

FROM: John Peters, Interim Public Works & Utilities Director

VIA: Michael Quinn, City Manager

RE: Budget Item for Securing Easements for Wetland Monitoring Required by the City’s Consumptive Use Permit (CUP)

Recommendation: Staff recommends that $30,000 in funds be allocated to procure easements for wetland monitoring sites required by the CUP.

Budgetary Impact: The budgetary impact requires $30,000 not originally budgeted.

References/Support: N/A

Background/Information: As part of the City’s CUP, St. Johns River Water Management District (SJRWMD) required five monitoring sites be established to ensure that drawdown from the City’s wells were not impacting the surrounding wetlands. The City and its consultant SMW Geosciences have been working nearly two years trying to secure these sites. After further discussion with SJRWMD, one site was deemed unusable. Of the remaining four sites, one site was secured and a monitoring well was installed.

After continuing to have difficulty finding land owners willing to allow access and installation of a monitoring well on the three remaining acceptable sites, another meeting with SJRWMD was held. SJRWMD feels that the City should be able to secure the three new sites located in Orange County that have wetlands that should be monitored. Staff pointed out that the sites are in the County and the City has no leverage with any of these land owners. Previous attempts to secure land in Orange County without compensation have been unsuccessful.

SJRWMD has expressed some skepticism that the City is doing enough to secure the sites, and stated that if the sites are not obtained, the next step will be mitigation. Mitigation can be extremely expensive depending on what is being required. Litigating mitigation with SJRWMD will also be expensive with Attorney fees.

After meeting with SJRWMD, staff decided to consult with the City Attorney. On February 14, 2014, Mr. Shepard met with John Peters and Paul Lahr. Two issues were discussed, whether to
pay for access to the sites and what would be the proper mechanism to gain access. After some discussion, there was consensus that obtaining these sites without some type of incentive to the land owners was going to be a waste of time. Incentives can be cash or trading some type of service that Public Works could provide.

We then discussed what would be the proper mechanism for securing the access. Mr. Shepard stated that an easement would be the proper instrument.

Staff has not approached the landowners near the three new sites yet. If City Council agrees that offering some form of incentive ranging from services to outright purchase to the land owners is acceptable, staff will proceed with attempting to secure easements.

**Attachments:** N/A
DATE: April 1, 2014

TO: Mayor and City Council

FROM: John Peters, Interim Public Works & Utilities Director

VIA: Michael Quinn, City Manager

RE: Evans Park Electrical Construction Contract Award

Recommendation: Staff recommends approval of the Evans Park Electrical Construction Contract to Electrical Services, Inc. for $ 33,990.00. Three bids were received ranging from the low bid to a high bid of $ 47,222.00.

Budgetary Impact: The construction is being funded from Evans Park Capital Project CP1401 which is included in the City's Fiscal Year 2014 Budget.

References/Support: N/A

Background/Information: The Evans Park Project includes work to improve the electrical facilities in the park. The Electric Division has already upgraded the power line and transformers that serve Evans Park. This construction contract will address the remaining electrical improvements, which include installing a new main electrical panel, adding a new panel for the stage area, and providing electrical hookups for vendors around the circular roadway.

During a mandatory pre-bid meeting, three firms attended and were allowed to submit bids for the project. All of the firms submitted bids.

Attachments: Bid Synopsis and Recommendation for bid award from the City’s Purchasing Manager.
BID SYNOPSIS & RECOMMENDATION

FROM: John A. Bruce, CPPB, MBA – Purchasing & Property Manager

TO: Charles Revell, Electric Utility Manager
    Paul Lahr, City Engineer

DATE: March 24, 2014

RE: City Bid# 14-06-001 – Electrical Upgrades at Evans Park

OPENING DATE: March 24, 2014 @ 2:00 P.M.

PRESENT FOR THE OPENING:

CITY OF MOUNT DORA:

John A. Bruce – CPPB, MBA Purchasing & Property Manager
Stephen Moss, Procurement/Inventory Agent

CONTRACTORS:

Electric Services, Inc. (ESI)
Himes Electric Company, Inc.

DISCUSSION & BID TABULATION:

There were 21 potential bidders that downloaded this Invitation via the internet at www.demandstar.com and the City’s Website. There were no Addendum’s issued and a Mandatory Pre-Bid (3 potential bidders attended) was held for this Invitation to respond to Contractor questions. A slight clarification on a Part Number was issued prior to the opening.

There were 3 (three) timely submissions.

The pricing received for this project is as follows:
BID TABULATION
City of Mount Dora ITB# 14-06-001
Electrical Upgrades at Evans Park

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric Services, Inc.</td>
<td>$33,990.00</td>
</tr>
<tr>
<td>Himes Electric Company, Inc.</td>
<td>$40,240.00</td>
</tr>
<tr>
<td>Empire Electrical Services, Inc.</td>
<td>$47,222.00</td>
</tr>
</tbody>
</table>

Electric Services qualified for the Local Vendor Preference as stated in the 2014 Purchasing Policy Framework. However the preference did not change the bid results. Electric Services, Inc. is the apparent low bidder for this Invitation.

PURCHASING RECOMMENDATION:

All items in Electric Service’s bid were checked for accuracy and also for proper execution per the bid specifications. All supporting documentation including references was provided by the Contractor. References were checked by the Purchasing Division and noted that previous work by this Contractor was completed in a timely manner with no change orders. Electric Services has completed numerous projects for the City without any issues or problems.

It is the recommendation by Purchasing to proceed with the award to Electric Services, Inc. pending City Council approval.