AGENDA

CALL TO ORDER
MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE
ROLL CALL

PUBLIC COMMENT (Please limit comments to 3 minutes)

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. City Council special meeting minutes dated August 15, 2016
2. City Council meeting minutes dated August 16, 2016

PRESENTATIONS

1. City Hall Security

OLD BUSINESS

NEW BUSINESS

1. Summerbrooke Homeowners Association (HOA) Site Work Agreement
2. Approval of Change Order #2 for Masci Construction Contract for Summerbrooke Pond Changes due to Wekiva Parkway Routing
3. Florida Department of Transportation (FDOT) Joint Participation Agreement Supplemental Amendment Number 2
4. Approval of Change Order #1 for Masci Construction Contract for Driveway Relocation for Wastewater Plant #2 due to Wekiva Parkway Routing 59

3. Approval of Change Order #4 for Quentin L. Hampton, Inc. (QLH) for Driveway Relocation for Grantham Property near Wastewater Plant #2 due to Wekiva Parkway Routing 64

5. Policy Proposal to Reduce Costs for City Attorney Fees 82

BOARD APPOINTMENTS

1. Parks & Recreation Advisory Board 90

2. Public Arts Commission 93

CITY ATTORNEY UPDATE

CITY MANAGER UPDATE

CITY COUNCIL COMMENTS

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.
Having been duly advertised as required by law, Mayor Nick Girone called the special meeting of the City Council to order at approximately 5:30 p.m.

A moment of silence was held followed by Pledge of Allegiance to the Flag.

**Members Present**
Nick Girone, Mayor  
Ed Rowlett, Vice-Mayor  
Laurie Tillett, District 1  
Cal Rolfson, District 2  
Marc Crail, District 4  
Marie Rich, At-Large Even  
Mark Slaby, At-Large Odd

**Also Present**
Kim Leinbach, Interim City Manager  
Gwen Keough-Johns, MMC, City Clerk  
Roy Hughes, Parks & Recreation Director  
Chris Carson, Arts & Cultural Events Coord.  
Mike Sheppard, Finance Director

**SPECIAL EVENTS PRESENTATION**

Mr. Roy Hughes, Parks and Recreation Director, gave an overview of the Mount Dora Community Building and how improvements to the sound system and other upgrades would allow for growth of use for the facility. An upgrade to the audio/visual system in the Community building is an investment that would pay back over time.

Special Events were discussed including the types of events and the economic impact on the City. Events provide the value of marketing for the City. There are implied values to advertising that is done for special events in the City. The dual role of marketing events is simultaneously advertising the worth of the City.

*The City Council scheduled a meeting to begin at 5:30 pm on Tuesday, September 6, 2016, immediately before the City Council meeting which will be pushed back to a 6:30 pm start time. There will be provisions made to accept public input regarding special events at this special meeting.*

A ten minute recess was taken with the meeting resuming at 7:07 p.m.
BUDGET WORKSHOP

Mr. Kim Leinbach reported to City Council changes made to the budget based upon the last workshop.

Mr. Mike Sheppard, Finance Director, referred to a memorandum presented to City Council resulting from the last budget meeting and gave a brief overview of the changes made in the budget.

Economic Development options were discussed, the City Council agreed to set aside $200,000 in the budget for economic development.

Mr. Crail stated the close second priority to economic development is maintenance and upkeep on assets of the City.

Mr. Leinbach said if the desire of City Council is to fund two positions for building maintenance, the unfunded positions, staff will look at it and get it done. The City Council authorized addition of an electrician and a skilled worker in the Parks and Recreation Department.

Mr. Rolfson brought up the Head Start program building. He said the City should make sure the building meets all basic minimum health and safety code standards. It only takes one issue to cause the City problems. He urged City Council to discuss safety issues for that building before the end of the budget process. Mr. Leinbach said the City has offered the building official/maintenance supervisor to meet with their people in cooperation to make sure the building is properly safe.

ADJOURNMENT

Adjourned the meeting at approximately 8:40 p.m.

_____________________________
Nick Girone, Mayor

_____________________________
Gwen Keough-Johns, MMC
City Clerk
Having been duly advertised as required by law, Mayor Nick Girone called the Regular City Council meeting to order at 6:00 p.m.

Mayor Girone called for a moment of silence and Pledge of Allegiance to the Flag.

**Members Present**
- Nick Girone, Mayor
- Ed Rowlett, Vice-Mayor
- Laurie Tillett, District 1
- Mark Slaby, At-Large
- Cal Rolfson, District 2
- Marc Crail, District 4
- Marie Rich, At-Large Even

**Also Present**
- Kim Leinbach, Interim City Manager
- Gwen Johns, MMC, City Clerk

**PUBLIC COMMENTS**

Josh Hemmingway, 1177 E Fifth Avenue, shared an article from Daily Commercial that was published on Sunday.

**APPROVAL OF AGENDA**

Mayor Girone added award to HOOPS: Presented by Police Chief John O’Grady

*Motion was made by Councilmember Rolfson to approve the agenda with addition as stated; Councilmember Rich seconded the motion. The motion was approved by a unanimous voice vote.*

**APPROVAL OF MINUTES**

1. City Council executive session minutes dated July 12, 2016
2. City Council special meeting minutes dated July 30, 2016
3. City Council meeting minutes dated August 2, 2016

*Motion was made by Councilmember Rowlett to approve minutes as transcribed; Councilmember Rich seconded the motion. The motion was approved by a unanimous voice vote.*

**PROCLAMATIONS / PRESENTATIONS**

1. Chief O’Grady presented a check for $2,000 to the Hoops Pat Burke Training Facility. Pat Burke was present to receive the award. Mr. Burke took an opportunity to explain his program and thank the City of Mount Dora Police Department for their generosity.
2. Mount Dora Friends of the Environment Annual Awards

Donna Shelley, President; Jonni Vermeulen, Vice-President; and Andrea Yatsuk-Burr, Treasurer/Secretary, were present to present an awards to the following honoree(s).

The ACE (Award for Citizens and the Environment) was presented to Mark Vaughn.

The AGE (Government and the Environment) was presented to Dennis Huett, David Cates, Joe Cramer, Josh Catoe, Jerry Patrick, Anthoy Longmire, Steve Finch, Ricky Powell, Torin Glover and Wesley Chandler, Mount Dora Public Works. These gentlemen will be served a catered lunch from the Mount Dora Friends of the Environment.

3. Recognition of Liam Coburn, a young boy who saved his mother’s life

Mayor Girone presented a letter of gratitude to three year old Liam, who was instrumental in contacting 911 through family members in order to save his mother’s life.

NEW BUSINESS

1. Approval of Donnelly House Four-Miler Run

Ms. Vicki Blate, organizer for the race, stated it would be helpful to have a reduction in costs. She said 100% of proceeds will be used for repairs to the Donnelly House. The whole event will be done in approximately one hour and a half. She recommended contacting Denny Wood or Beth Forbes for additional information including volunteer opportunities.

Beth Forbes, 100 South Tremain Street, spoke in support of the event.

Motion was made by Councilmember Crail to approve the Donnelly House Four-Miler run; Councilmember Rich seconded the motion. The motion was approved by roll call vote.

2. Status update and approval request related to Medallion Home litigation, Case No.: 2015-CA-487 (Sherry Sutphen, Attorney)

Mr. William Colbert gave an introduction to City Council regarding the Medallion Home litigation that has been pending for near a year and one half.

Motion was made by Councilmember Rowllett moved to approve the request for settlement; Councilmember Slaby seconded the motion.

Discussion ensued.

Sherry Sutphen, Attorney assigned by the City’s insurance carrier for the Medallion Home litigation, and Mr. William Colbert, City Attorney, explained to City Council what is currently being discussed with respect to the Medallion Home litigation. Ms. Sutphen asked for authorization to negotiate a Settlement Agreement on behalf of the City with Plaintiff, Medallion Home at Mt. Dora, to fully settle the pending litigation styled as: Medallion Home at Mt. Dora,
LLC v. City of Mount Dora, Case No. 2015-CA-487. The Settlement Agreement will be brought back to City Council for final approval.

Public Comment

Ozell Ward, 318 East Jackson Street, inquired about expenses and what would happen if the City went to court and prevailed.

Ms. Sutphen said City were to prevail, the City has an interest in the title of those two pieces of property. However, the property could only be used for the designated uses and could not be sold or used for any other purpose than a fire station or a well site. Cost of litigation could be anywhere from $30,000 - $50,000, costs are funded by the insurance carrier.

Josh Hemmingway, 1177 E 5th Avenue, spoke regarding the litigation.

Allyn McComb, 600 E. 9th Avenue, spoke regarding the litigation.

Ken Umlauf, 1840 Edgewater Drive, spoke regarding the litigation.

Mayor Girone called for a vote.

Mr. Rowlett YES
Mr. Rolfson NO
Mr. Slaby YES
Ms. Tillett YES
Ms. Rich NO
Mr. Crail NO
Mayor Girone YES

3. Approval of City Manager Employment Contract

Motion was made by Councilmember Crail to approve the City Manager Employment Contract; Councilmember Slaby seconded the motion.

The City Council reached some agreement on minor changes to be made to the contract by the City Attorney prior to fully executing the agreement.

Pam Ward, 318 East Jackson, spoke regarding the contract.

Mike Masterson, 7887 Crosswinds Way, spoke regarding the contract.

Rozann Abato, 541 E 1st Avenue, spoke regarding the contract.
Councilmember Crail amended the motion and Councilmember Slaby seconded with amendments. Mayor Girone called for a vote.

Mr. Crail   YES
Mr. Slaby   YES
Ms. Tillett YES
Ms. Rich    NO
Mr. Rolfson NO
Mr. Rowlett YES
Mayor Girone YES

4. Appointment of Acting City Manager for period beginning August 27, 2016 through end of day on September 26, 2016

Mayor Girone passed gavel to Vice-Mayor Rowlett and moved to appoint Skip Kerkhof acting city manager; Councilmember Rolfson seconded the motion. The motion was approved by roll call vote.

Mayor Girone YES
Mr. Rolfson YES
Mr. Slaby  YES
Ms. Tillett YES
Mr. Rowlett YES
Ms. Rich   YES
Mr. Crail  YES

Mr. Rolfson suggested salary increase for Skip in accordance with established city policies.

Motion was made by Councilmember Rowlett to temporarily promote Deputy Fire Chief Griner to Fire Chief with appropriate compensation; Councilmember Crail seconded the motion.

Mr. Rowlett  YES
Mr. Crail    YES
Mr. Slaby    YES
Ms. Tillett  YES
Mr. Rolfson  YES
Ms. Rich     YES
Mayor Girone YES

CITY ATTORNEY UPDATE
CITY MANAGER UPDATE

Mr. Leinbach asked Megan Glass, Public Information Officer, to give a brief update on a couple of items going on. Ms. Glass stated that the new website platform is live and while there are some glitches, staff is working to resolve those. A community online calendar is being developed and will be under the domain www.mountdoracalendar.com. This calendar addresses the issue of providing a place where all members of the community can post their events. This website will go live in four to six weeks and will be an interactive place where community members can post their events.

CITY COUNCIL COMMENTS

The City Council members thanked Mr. Leinbach for his interim service to the City.

Councilmember Rolfson gave City Council members an assignment for the next City Council meeting. He met with Mr. Groot about 2 months ago to discussed how to save the taxpayers some money in billing services. Mr. Groot bills to ¼ hour rather than 1/10 hour. Mr. Rolfson said this has to do with taxpayer dollars, nothing to do with the legal services being rendered. He asked City Council to consider a renegotiation of the contract with respect to billing structure, stating the standard for legal billing now is 1/10 of the hour billing.

The City Council approved the addition of Mr. Rolfson’s information about legal billing to the next agenda.

ADJOURNMENT

The City Council meeting was adjourned at approximately 8:40 p.m.

Nick Girone, Mayor

Gwen Keough-Johns, MMC
City Clerk

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DATE: September 6, 2016
TO: Stephen Kerkhof, Acting City Manager
FROM: Robert Bell, Deputy Chief of Police
RE: CIP, City Hall Security

**Issue:**

Since 2006, the U.S. has averaged an Active Shooter event with 4 or more deaths, every 2.9 months. These incidents include government buildings and most times are the result of workplace violence, domestic violence situations, or a person who might have anti-government viewpoints.

The remodel of city hall was completed at a time when these incidents were not as prevalent and face to face customer service was “the norm.” Unfortunately, in the past ten years that trend has changed and surveillance cameras and bullet resistant glass is being added to protect the valued employees of those entities.

Over the past several years the Human Resources Department has dealt with disgruntled employees who had to be interviewed by police detectives, because of concern they may pose a threat to others. We have also had individuals coming into city hall, who appeared mentally unstable. Employees reported that their bizarre behavior made them uncomfortable. One individual had to be escorted around the building while he was “conducting city business.” Others have been asked to leave after several hours of loitering in the downstairs lobby for no apparent reason and again, making employees feel very uncomfortable.

Just last year, an anonymous “threatening letter” was left in the doors leading to the City Manager’s office after normal business hours. A second letter was sent by mail, threatening the employee and his family. Had there been surveillance cameras in city hall, the perpetrator would have been identified.

**Recommendation:**

It is our recommendation that bullet resistant glass be installed where there are currently open air and plexi-glass windows. The glass would have a gap between the counters, so visitors can still conduct business without being inconvenienced.

We recommend 12 cameras be installed throughout the building. These cameras would be recorded by a DVR and have the capability of being accessed by the police department.

In addition, there will be 17 fixed wireless panic transmitters installed throughout the building. Once again, these transmitters will be connected to the Police Department for a more timely response.

With the surveillance system and wireless panic transmitters in place, the Police Department’s Communications Operators can view the cameras and relay real time information to first responders, which will make their response safer and more efficient.
In 2015, a RFP was done for an upgraded surveillance system for Police and Fire Headquarters. That bid was awarded to SmartWatch and the system was installed late last year.

Because our system was installed by SmartWatch and to ensure a smooth transition to the interconnectivity of the two systems, to include the Wireless Panic Transmitters, we are requesting that council approve SmartWatch to do the City Hall installation.

Should you approve this project the funding will come from Discretionary Sales Tax.

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bullet Resistant Glass and Installation:</td>
<td>$40,000</td>
</tr>
<tr>
<td>12 Cameras, hardware, installation, and programming:</td>
<td>$22,000</td>
</tr>
<tr>
<td>17 Fixed Wireless Panic Transmitters:</td>
<td>$8,000</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$70,000</strong></td>
</tr>
</tbody>
</table>
City Hall Security
ACTIVE SHOOTER EVENTS

- Since 2006, the U.S. has averaged an Active Shooter event with 4 or more deaths, every 2.9 months.
- On average, 20 mass shootings occur every year in the U.S.
- These events occur in many different settings, including government buildings.
- They could be a result of a disgruntled employee, a domestic violence situation, or simply a disturbed person that believes they were wronged by the government in some way.
HISTORICAL FACTS

- The remodel of City Hall
- Changing trend
- Security of the employees
- Incidents experienced over the years
WORKPLACE SHOOTING

- https://www.youtube.com/watch?v=A424LESv5Ec
PREPARATION

- Over the past several years I have conducted Workplace Violence Seminars for the City Hall employees, as well as the library and a group of City Clerk's at Mrs. Johns request. This training consisted of:
  - Being aware of who is entering the building
  - Having an exit strategy in case an event occurs
  - Use of common office supplies to use as weapons
  - What to do upon law enforcement’s arrival
  - Reacting quickly when gunshots are heard and or when a shooting is witnessed:
    a. Evacuating the area
    b. Hiding
    c. Acting against the active shooter as a last resort
  - Calling 911 (description and location of shooter)
  - Adopting the survival mind set during times of crisis
RECOMMENDATION

• Install 12 surveillance cameras
  ➢ Interior and exterior
  ➢ Recorded by a DVR
  ➢ Capable of being accessed by the Police Department’s Communications Center
  ➢ Install 17 Panic Alarms
• Install Bullet Resistant Glass at open air and plexi-glass windows (3-5 inch opening across the bottom)
  ➢ Planning and Zoning windows w/room to slide maps underneath
  ➢ Human Resources window
  ➢ Finance Department
PROJECT COST

• Cameras hardware, installation, programming: $22,000
• Bullet Resistant Glass and Installation: $40,000
• 17 Panic Alarms and Installation: $8,000

Total: $70,000

FUNDING WILL COME FROM DISCRETIONARY SALES TAX

RFP for Bullet Resistant Glass has been distributed: Bid process ends on 09/22/16
QUESTIONS
DATE: September 6, 2016

TO: Mayor and City Council

FROM: John Peters, Public Works & Utilities Director

VIA: Skip Kerkhof, Interim City Manager

RE: Summerbrooke Homeowners Association (HOA) Site Work Agreement

**Recommendation:** Staff recommends that City Council approve the Summerbrooke HOA Site Work Agreement in the amount of $439,388.58.

**Finance:** The Summerbrooke HOA will reimburse the City for all authorized costs for the placement of fill dirt around the existing retention pond. The City will be reimbursed via an escrow account established by the HOA.

**References/Support:** N/A

**Legal Review:** City Attorney reviewed and modified the Agreement on August 12, 2016.

**Background/Information:**
As part of the Wekiva roadway improvements, the road will be widened. The widening will impact the retention pond for the Summerbrooke subdivision. The Summerbrooke HOA was seeking a solution that would be aesthetically pleasing as opposed to sheet piling the pond area that was proposed. Negotiations between the Summerbrooke HOA and FDOT ensued and an agreement in principle between the FDOT and Summerbrooke HOA has been reached. FDOT is providing the funding to the HOA for the work and the HOA will pay the City to get the work completed. The work will be added to the contract with Masci Corporation, who is currently constructing the Wastewater Plant #2 new entrance road.

**Attachments:**
Summerbrooke HOA Site Work Agreement
Summerbrooke Pond Construction Plans
SITE WORK AND ESCROW AGREEMENT

THIS SITE WORK AND ESCROW AGREEMENT (this “Agreement”) is dated this ____ day of ____________, 2016 (the “Effective Date”), between THE CITY OF MOUNT DORA, a Florida municipal corporation (the “City”), whose address is 510 North Baker Street, Mount Dora Florida 32757; SUMMERBROOKE MASTER HOMEOWNERS’ ASSOCIATION, INC., a Florida non-profit corporation (the “HOA”) whose address is, and STENSTROM, MCINTOSH, COLBERT & WHIGHAM, P.A. (the “Escrow Agent”), whose address is 1001 Heathrow Park Lane, Suite 4000, Lake Mary, Florida 32746.

RECITALS

1. HOA is the owner of that certain property and development known as Tract D of Plat Book 58, Page 1 within the Summerbrooke subdivision abutting and located north of State Road (SR) 46 in the City of Mount Dora, Lake County, Florida, a portion of which Tract D is under the threat of condemnation by the Florida Department of Transportation (“FDOT”) for the widening of SR 46.

2. As part of a settlement between the FDOT and the HOA relating to the HOA’s proposed partial cure of adverse impacts to the HOA and subdivision caused by the FDOT’s taking and road project, FDOT is willing to modify its plans and project to eliminate a gravity wall and handrail along the south side of the stormwater pond located on Tract D provided certain fill and compaction of fill along the south side of the stormwater pond occurs before the FDOT construction of the gravity wall and handrail occurs.

3. The City is willing to assist in achieving the settlement between the FDOT and HOA by entering into this Agreement to cause the fill, compaction and work set forth in the partial cure plans attached hereto as Exhibit “1” (“Site Work”) which does not include all landscaping, irrigation and fencing, with regard to which the HOA is responsible for, the City's obligations conditional upon the City being compensated for the Site Work as provided in this Agreement.

4. The City is willing to process (“City Processing”) any needed applications, variances and other submittals to achieve to the maximum extent feasible the partial cure plans attached hereto as Exhibit “2.” upon the City being compensated for any fees which are included within the Site Work costs set forth below.

STATEMENT OF AGREEMENT

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

1. Recitals. The above recitals are true and correct and incorporated herein as material and substantive provisions.

2. Site Work. The City shall carry out the City Processing, provide all fill and other materials needed for the Site Work and commence construction of the Site Work within ten (10) days after written confirmation from the Escrow Agent that the Escrowed Funds, as defined herein, have been received by the Escrow Agent and shall complete the Site Work no later than thirty (30) days after receiving the aforesaid written confirmation, subject to permitted delays due to Force Majeure, as hereinafter defined. The HOA shall pay the City $ 439,388.58 for all of the Site Work, materials and other matters and work performed by the City and its contractors, subcontractors, and material suppliers.
Following the completion of the Site Work, the City shall provide the following to the HOA and Escrow Agent: (a) written certification from the City and the City’s contractor that the Site Work has been completed in accordance with the applicable plans and specifications; (b) written confirmation that all subcontractors, material suppliers and others in any way associated with the Site Work have been paid in full; (c) all affidavits necessary to confirm that all charges and costs for work related to the Site Work have been paid; (d) final and full release of liens from the contractors and all others that perform any of the Site Work; and (e) any other documents and actions reasonably requested by the HOA. Notwithstanding the foregoing or any other provision of this Agreement, if the Escrowed Funds are not placed on deposit with the Escrow Agent by October 31, 2016; this Agreement is automatically terminated by virtue of and upon the Escrow Agent advising all parties that the deposit has not occurred in which case all parties are released from all obligations to one another under this Agreement.

In connection with the Site Work, the HOA will obtain any and all necessary permits, licenses and approvals from the St. Johns River Water Management District that are necessary to construct the Site Work, and the City will issue any needed City permits at no cost to the HOA.

3. Access and Notice of Commencement. The HOA hereby consents to allow the City and its contractors, subcontractors and agents to enter the HOA property to carry out the Site Work subject to the provision in this Agreement.

4. Standards for Work. The City agrees that the Site Work will be performed (i) by a general contractor properly licensed in the State of Florida; (ii) in a workmanlike manner; (iii) consistent with the plans and specifications approved by the parties and the attached Exhibit “1”; and (iv) in compliance with all applicable laws, regulations and ordinances. Additionally, the City agrees to use commercially reasonable efforts to coordinate the Site Work with the FDOT and HOA in order to minimize any disturbance to traffic and SR 46 vehicular ingress and egress to and from the HOA property and Summerbrooke subdivision in connection with the completion of the Site Work.

5. Receipt of Escrowed Funds. Escrow Agent shall upon receipt immediately notify the City and acknowledge the receipt of the sum of 439,388 and 58/100 Dollars ($439,388.58) (the “Escrowed Funds”) which constitutes 100% of the estimated cost to conduct the Site Work. The Escrowed Funds are to be held and disbursed in accordance with and subject to the terms of this Agreement. The HOA agrees that it shall be responsible for the costs and expenses for the Site Work, even if the costs of the Site Work exceed the Escrowed Funds, but not if the costs increase due to actions and inactions of the City or its contractors, in which event the City shall pay such cost increases.

6. Disbursements. Escrow Agent shall disburse the Escrowed Funds as follows:

(a) Upon the City’s completion of the Site Work, the Escrowed Funds shall be released to the City within ten (10) days after the City delivers a demand for the release of the Escrowed Funds provided that the written documentation required pursuant to Paragraph 1 has been delivered to the HOA and Escrow Agent at least ten (10) days before such release of Escrowed Funds and no objection has been delivered to the City and the Escrow Agent from the HOA.

(b) Self Help. If the City does not complete the Site Work in accordance with and within the timeframes provided in this Agreement and the HOA properly exercises its self-help remedies under Section 7 below, Escrow Agent shall make the disbursement in connection with proper Demands from in accordance with the provisions of Section 7 below.

(c) Any Escrowed Funds remaining in escrow following completion of the Site Work and authorized disbursements shall be disbursed to the HOA.
(a) If the City fails to complete the Site Work in accordance with the approved plans and specifications and this Agreement within sixty (60) days after notice of receipt of the Escrowed Funds from the Escrow Agent, subject to permitted delays due to Force Majeure, as hereinafter defined and pursuant to Section 2, then the HOA may deliver written notice of demand to the City stating that the time for completion of the Site Work has expired and requesting the City to complete the Site Work within ten (10) days. If the City fails to complete or cause the completion of the Site Work within such ten (10) day period, the HOA shall have the remedies set forth in this Section.

(b) If the City fails to complete the Site Work within ten (10) days of receipt of the HOA written notice, the HOA may commence (but has no obligation to commence) completion of the Site Work and, upon completion of all or any portion of such Site Work, the HOA may make a written demand to Escrow Agent with written notice thereof to the City to pay to the HOA all remaining Escrowed Funds needed for completion of the Site Work. Upon request of the HOA in connection with the foregoing, the City shall cooperate in all respects with such efforts, including, without limitation: (a) delivery of notification to the any applicable contractors and subcontractors that the HOA has taken over the work, (b) delivery of such construction contracts, plans, specifications, drawing and other materials pertaining to the Site Work that are assignable, and (c) execute or otherwise allow applications for permits and approvals for the remaining Site Work. Each written demand shall set forth the amount of the Escrowed Funds requested, and shall be accompanied by a demand certificate executed by the HOA, which certificate shall set forth (i) that the Site Work was not complete despite the passing of both the applicable completion deadline for such work and the tenth (10th) day after the HOA delivered to the City the notice of demand, and (ii) the amount of the Escrowed Funds requested to be paid to the HOA with respect to the completion of the portion of the Site Work identified in the demand certificate.

8. **Fees and Expenses.** HOA agrees to pay Escrow Agent $500.00 for its services as a funds depository hereunder at the time that the Escrowed Funds are placed on deposit.

9. **Liabilities of Escrow Agent.** Escrow Agent shall be liable only to hold the Escrowed Funds received herewith and to deliver same to persons or entities specified herein in accordance with the provisions of this Agreement and any amendments hereto, it being expressly understood that by acceptance hereof, Escrow Agent is acting in the capacity of a depository only and shall not be liable or responsible to anyone for any damages, losses, or expenses, unless same shall be caused by its gross negligence or willful malfeasance. Escrow Agent shall not be bound in any way by any other contract or agreement between the City and the HOA, whether it has knowledge of any such contract or agreement or of its terms and conditions.

10. **Termination of Escrow; Modification.** This Agreement shall terminate upon the disbursement of all Escrowed Funds, together with all interest, if any, earned thereon, after all obligations under this Agreement have been satisfied in accordance with this Agreement. Except as provided above, this Agreement shall not be modified, revoked, released or terminated, except upon the mutual consent of the City, HOA and Escrow Agent given in writing and delivered to one another.

11. **Disagreement and Escrow.** Should any controversy arise between the parties with respect to this Agreement or with respect to the right to receive any portion of the Escrowed Funds or the obligation to disburse any portion of the Escrowed Funds, or should Escrow Agent, in its sole discretion, deem it desirable, even in the absence of such controversy, Escrow Agent shall have the right to interplead the Escrowed Funds and any remaining Escrowed Funds in any court of competent jurisdiction to determine the rights of the parties, or Escrow Agent may, in either of such events, refuse to take any action to
deliver or dispose of the Escrowed Funds, having the right to hold the same without any right or obligation to deliver the same until it has been served with a judgment properly instructing Escrow Agent as to the disposition of such Escrowed Funds, as provided in any such judgment, even though it is a part of the suit. Should the interpleader be instituted and Escrow Agent becomes involved in litigation in any manner whatsoever on account of this Agreement, the parties hereto agree, and bind their legal representatives, successors and assigns, each to pay one-half of Escrow Agent's reasonable attorneys' fees incurred and any other of Escrow Agent’s reasonable disbursements, expenses, losses, costs and damages in connection with or arising from such litigation. Escrow Agent shall have no obligation to take any legal action in connection with this Agreement or towards its enforcement, or to appear in, prosecute, or defend any action or legal proceeding which would or might involve it in any cost, expense, loss, or liability, unless security and indemnity shall be furnished. In the event of any controversy between the City and HOA arising out of this Agreement, or any effort by the City or HOA to enforce this Agreement, the non-prevailing party (excluding the Escrow Agent) shall be liable to the prevailing party for reasonable attorneys’ fees and court costs incurred by the prevailing party in its effort to resolve the controversy and/or enforce this Agreement. The City and the HOA agree that the Escrow Agent represents the City and that in any dispute or litigation, the Escrow Agent may continue to represent the City.

12. Indemnification and Insurance. The City shall indemnify and hold harmless the HOA from and against any and all claims, disputes, lawsuits, injuries, damages, attorneys’ fees and costs, and other adverse matters in any way arising out of or relating to the City’s performance of the City’s obligations under this Agreement to the extent and limits permitted by controlling State law. Further, the City shall cause its contractor to procure and maintain during the term of this Agreement a general liability insurance policy naming the HOA as an additional insured with insurance limits of $2,000,000.00.

13. Force Majeure. In the event of any “Force Majeure” event, including without limitation, strike, lockout, labor difficulties, unusual delay in deliveries, explosion, vandalism, government and permitting delays, acts of God, shortage of labor and materials, fire, hurricanes, tornadoes, sinkholes, excessive rain days, terrorism or other causes beyond the control of the City, the date of commencement for the Site Work and the completion thereof shall be extended by the number of days that the Force Majeure event delays the commencement date or completion, up to thirty (60) days in the aggregate.

14. Binding Effect. This Agreement contains the entire understanding between and among the parties hereto, and shall be binding upon and inure to the benefit of such parties, and subject to its terms, their respective successors, heirs, assigns, and legal representatives.

15. Contingency. This Agreement and disbursement of the Escrowed Funds are contingent upon Escrow Agent’s receipt of the Escrowed Funds from FDOT. In the event the Escrowed Funds are not received by Escrow Agent, this Agreement shall have no force or effect.

16. Governing Law. This Agreement is being executed and delivered in and shall be governed and construed in accordance with the laws of the State of Florida.

17. Notices. All notices and communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, by electronic or facsimile transmission, or by an overnight service, such as UPS or Federal Express, or deposited in the United States mail by registered or certified mail, postage prepaid, properly addressed as follows or to such other single address as either party hereto shall notify the other:

As to City: City of Mount Dora
Attention: John Peters, Public Works Director
510 North Baker Street
Mount Dora, FL 32757

With a copy to: City Manager
City Hall
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

As to HOA: Summerbrooke Master Homeowners’ Association, Inc.
Attention: Jay Diceglie
5200 Vineland Road, Suite 200
Orlando, FL 32811

With a copy to: Fishback, Dominick, Bennett, Ardaman, Ahlers, Langley & Geller LLP
Attention: A. Kurt Ardaman
1947 Lee Road
Winter Park, FL 32789

Escrow Agent: Stenstrom, McIntosh, Colbert & Whigham, P.A.
Attention: Lonnie Groot
1001 Heathrow Park Lane, Suite 4001
Lake Mary, FL 32746

Notices shall be deemed to be given upon personal delivery, or upon confirmation of facsimile receipt, electronic transmission, or two (2) business days after deposited with the United States mail service, or the following business day if deposited with an overnight delivery service.

18. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original and all of which, collectively, shall constitute one agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the day and year set forth above.

**ATTEST:**

______________________________ ________________________________
Gwen Johns, City Clerk   Nick Girone, Mayor

Approved as to Form and Legality:   This ___ day of ________________, 2016.

______________________________
Lonnie Groot, City Attorney

**ADDITIONAL SIGNATURE PAGE FolLOWS:**
EXHIBIT “1”
EXHIBIT “2”
CONSTRUCTION PLANS
FOR
POND 2200 MODIFICATIONS
SUMMERBROOKE PHASE I
SR 46, MOUNT DORA, FLORIDA 32757

CIVIL ENGINEER
MEI CIVIL, LLC
964 LAKE BALDWIN LANE, SUITE 200
ORLANDO, FL. 32814
PHONE: (407) 893-6894
FAX: (407) 893-6851
ATTN: DANIEL L. MORRIS, PE
EMAIL: dmorris@meicivil.com

PREPARED FOR
SUMMERBROOKE MASTER HOMEOWNERS ASSOCIATION
5955 TG LEE BOULEVARD
SUITE 300
ORLANDO, FL. 32822

LOCATION MAP

INDEX OF DRAWINGS

<table>
<thead>
<tr>
<th>TITLE</th>
<th>SHEET NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>COVER SHEET</td>
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<tr>
<td>OVERALL SITE PLAN</td>
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<tr>
<td>EROSION CONTROL AND DEMOLITION PLAN</td>
<td>C200</td>
</tr>
<tr>
<td>GRADING &amp; DRAINAGE PLAN</td>
<td>C300</td>
</tr>
<tr>
<td>CROSS SECTIONS</td>
<td>C400-C404</td>
</tr>
</tbody>
</table>

PREPARED BY
MEI CIVIL
964 LAKE BALDWIN LANE, SUITE 200
ORLANDO, FL. 32814
PHONE: (407) 893-6894
FAX: (407) 893-6851
EMAIL: dmorris@meicivil.com

MEI PROJECT NO.: 195002C
DATE: 06/24/2016
PRELIMINARY
SUMMERBROOKE SR 46/SABASTIAN STREET ENTRANCE ELEVATIONS

STONE WALL BASE & VINYL FENCE (BEYOND)  ENTRANCE SIGN WALL  LANDSCAPE AREA & SIDWALK  SABASTIAN STREET

ENTRANCE ELEVATION
SCALE IN FEET

OVERALL ENTRANCE ELEVATION
SCALE IN FEET
NOTE: THE INFORMATION PROVIDED ON THIS DOCUMENT SHOULD BE TREATED AS CONCEPTUAL ONLY AND MAY BE SUBJECT TO CHANGE © 2016 VHB
DATE: September 6, 2016
TO: Mayor and City Council
FROM: John Peters, Public Works & Utilities Director
VIA: Skip Kerkhof, Interim City Manager
RE: Change Order #2 for Masci Construction Contract for Summerbrooke Pond Changes due to Wekiva Parkway Routing

**Recommendation:** Staff recommends that change order #2 be approved for Masci Construction in the amount of $439,388.58. The existing contract amount is $1,754,242.32. The new contract amount will be $2,193,630.90.

**Budgetary Impact:** The Summerbrooke Homeowners Association will reimburse the City for all work performed. An escrow account will be established to repay the City’s costs.

**References/Support:** N/A

**Legal Review:** City Attorney reviewed August 18, 2016. **This Agenda item should not be approved unless the agenda item for the Summerbrooke Homeowners Association is approved by City Council.**

**Background/Information:** As part of the Wekiva roadway improvements, the road will be widened. The widening will impact the retention pond. The Summerbrooke HOA was seeking a solution that would be aesthetically pleasing as opposed to sheet piling the pond area. Negotiations between the Summerbrooke HOA and FDOT ensued and an agreement in principle between the FDOT and Summerbrooke HOA has been reached. The City was asked to participate in the construction of the pond improvements. Masci Corporation is currently constructing the new road into Wastewater Treatment Plant #2 (WWTP#2). The Summerbrooke site is less than a mile from WWTP#2.

**Attachments:** See change order #2 from Masci Construction
CHANGE ORDER FORM

PROJECT:  **WWTP #2 Driveway Relocation and Utility Adjustments**  
*Bid No. 16-003-001  FPN 238275-2-58-01*

CHANGE ORDER NO.  2  DATE:  ________________

CONTRACTOR:  Masci Corporation

The following changes are hereby made to the Contract Documents:

<table>
<thead>
<tr>
<th>CHANGE IN CONTRACT PRICE:</th>
<th>CHANGE IN CONTRACT TIMES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Price:</td>
<td>Original Contract Times:</td>
</tr>
<tr>
<td>$1,569,373.88</td>
<td>Substantial Completion:</td>
</tr>
<tr>
<td></td>
<td>240 days</td>
</tr>
<tr>
<td></td>
<td>Final Completion:</td>
</tr>
<tr>
<td></td>
<td>270 days</td>
</tr>
</tbody>
</table>

Net changes from previous Change Orders:

$  184,868.44

Changes in contract time from previous Change Orders:

90 days

Contract Price prior to this Change Order:

$1,754,242.32

Contract Completion Date prior to this Change Order:

Substantial Completion:  2/28/17
Final Completion:  3/30/17

Net Increase (decrease) of this Change Order No. 2:

$  439,388.58

Changes in contract time requested this Change Order No. 2:

60 days

Contract Price with all approved Change Orders:

$2,193,630.90

Contract Times with all approved Change Orders:

Original Contract Times:

Substantial Completion:  4/29/17
Final Completion:  5/29/17
I. GENERAL – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. REQUIRED CHANGES:

CONTRACT AMOUNT: The contract amount is hereby increased by $439,388.58

CONTRACT TIME: An additional 60 contract days is requested to be added to the contract time.

III. JUSTIFICATION: Contractor to perform the following changes to Summerbrooke entrance: pond modifications, storm pipe and storm structure. This work requires an additional $439,388.58 to be included in the contract per the attached cost proposals which are accepted by the City.

IV. PAYMENT: A lump sum pay item for this change order will be added to the schedule of values and payment shall be made based on percentage of completion.
V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:     ACCEPTED BY:
                          
Quentin L. Hampton Associates, Inc.                         Masci Corporation
       (Engineer)                                      (Contractor)

By:__________________________________________  By:__________________________________________
       Name Typed                             Name Typed
                (Date)                  (Date)

                                    (Authorized Signature)

                                    (Authorized Signature)

APPROVED BY:

City of Mount Dora
       Owner

By:__________________________________________
       Name Typed
                (Date)

                                    (Authorized Signature)
## Combined Project Costs for Grantham and Summerbrooke - Revised by City August 24, 2016

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<td>$2,810.00</td>
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<td><strong>Base Price</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$624,257.02</strong></td>
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</table>
DATE:   September 6, 2016

TO:   Mayor and City Council

FROM:   John Peters, Public Works & Utilities Director

VIA:   Skip Kerkhof, Interim City Manager

RE:   Florida Department of Transportation (FDOT) Joint Participation Agreement Supplemental Amendment Number 2

**Recommendation:** Staff recommends that City Council approve the FDOT Joint Participation Agreement Supplemental Amendment Number 2. The Agreement amount increases from $1,749,478.00 by $239,949.00 to a new total of $1,989,427.00.

**Finance:** FDOT will reimburse the City for all authorized costs for the driveway extension into Mrs. Grantham’s property. The City will spend the money first, and then request reimbursement.

**References/Support:** N/A

**Legal Review:** City Attorney reviewed August 18, 2016.

**Background/Information:** FDOT requested that the City agree to modify the Joint Participation Agreement to add an additional scope of work consisting of a driveway extension into Mrs. Grantham’s property, which is next to WWTP#2. The existing entrance to her property is the same as the entrance to WWTP #2, which is being closed due to the Wekiva intersection construction. Originally it was envisioned that this work would be constructed at the same time as the new entrance to WWTP#2, but there were delays getting a signed agreement between FDOT and Mrs. Grantham.

The contractor, Masci Construction, has agreed to hold the current unit pricing in the existing contract to do this additional work. There is a separate agenda item to approve a change order to the contract for this work.

The driveway for Mrs. Grantham’s property will be extended off the platted road that connects WWTP#2 to US HWY 441. The road is nearing completion. The entrance from SR 46 is expected to be closed by FDOT in February 2017.

**Attachments:** FDOT Joint Participation Agreement Supplemental Amendment Number 2
Resolution No 2016-30
The terms of the original Joint Participation Agreement between the Florida Department of Transportation and the City of Mount Dora for the Project described as the “Construction Services for the Entrance Road Relocation from State Road 441 to the City of Mount Dora’s Wastewater Treatment Plant”, executed on February 3, 2016, and amended by Supplemental Amendment Number 1 on April 5, 2016, are hereby amended as follows:

The purpose of this Supplemental Amendment Number 2 is to add Scope of Services and additional Funding for Fiscal Year 2016/2017 as follows:

The LOCAL GOVERNMENT is hereby authorized to perform additional services as described in Exhibit “A”, Scope of Services for Supplemental Amendment Number 2, attached hereto. The DEPARTMENT has authorized additional funds to perform the additional services in the amount of $239,949.00 (Two Hundred Thirty Nine Thousand Nine Hundred Forty Nine Dollars and No/100) under Financial Management Number 238275-2-38-01 and 238275-2-58-01 as detailed in Exhibit “B”, Revised Method of Compensation, attached hereto. This executed Supplemental Amendment will serve as notice that the Total Lump Sum Amount for this Agreement is now increased to $1,989,427.00 (One Million Nine Hundred Eighty Nine Thousand Four Hundred Twenty Seven Dollars and No/100) in Fiscal Year 2016/2017.

The LOCAL GOVERNMENT understands that design and construction of this Project utilizing the additional funding cannot begin until the funds have been authorized and the Notice to Proceed has been issued. Any work performed prior to the funds being authorized and the issuance of the Notice to Proceed, is not subject to reimbursement.
The following attachments are hereby incorporated into this Amendment:

   Exhibit “A”, Scope of Services for Supplemental Amendment Number 2
   Exhibit “B”, Revised Method of Compensation
   Exhibit “C”, Resolution

Except as hereby modified, amended or changed, all of the terms and conditions of said original Agreement thereto will remain in full force and effect.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this __________ day of __________, 2016, and the DEPARTMENT has executed this Agreement this __________ day of __________, 2016.

CITY OF MOUNT DORA

By: ________________________________
Name: ________________________________
Title: ________________________________
As approved by Council on:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

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

Attest:

Executive Secretary (Seal)

Legal Review:

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

ADDITIONAL SCOPE OF SERVICES
FOR SUPPLEMENTAL AMENDMENT NUMBER 2
Financial Management Number: 238275-2-38-01 and 238275-2-58-01

Design and Construction of the extension of the public roadway within the Right of Way previously platted across the City of Mount Dora’s WWTP#2 site to provide access to the Grantham property when the existing access driveway is removed. The paved roadway extension (24 feet in width) would be constructed from the eastern boundary of WWTP#2 approximately 250 feet into the Grantham’s property. The roadway will be curbed with stormwater inlets and a small retention pond will be constructed to control the stormwater.
EXHIBIT “B”

REVISED METHOD OF COMPENSATION

Financial Management Number: 238275-2-38-01 and 238275-2-58-01

<table>
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<td>FM#238275-2-58-01 Construction &amp; CCEI</td>
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<tr>
<td>Total</td>
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For satisfactory completion of all services detailed in Exhibit “A” (Scope of Services) and Exhibit “A” (Additional Scope of Services for Supplemental Amendment #2) of this Agreement, the DEPARTMENT will compensate the LOCAL GOVERNMENT an amount not to exceed $1,989,427.00 (One Million Nine Hundred Eighty Nine Thousand Four Hundred Twenty Seven Dollars and No/100) for actual costs incurred.

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”

RESOLUTION
Financial Management Number: 238275-2-38-01 and 238275-2-58-01
RESOLUTION 2016-30

WHEREAS, the State of Florida Department of Transportation and the City of Mount Dora desire to facilitate the Construction Services for the Entrance Road Relocation from State Road 441 to the City of Mount Dora’s Wastewater Treatment Plant and,

WHEREAS, the State of Florida Department of Transportation has requested City of Mount Dora to execute and deliver to the State of Florida Department of Transportation the Supplemental Amendment Number 2 to the Joint Participation Agreement for the aforementioned project, FPN 238275-2-58-01 and FPN 238275-2-38-01

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mount Dora, City Council Members that Nick Girone, Mayor of the City of Mount Dora, is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Supplemental Amendment Number 2 to the Joint Participation Agreement for the aforementioned project, FPN 238275-2-58-01 and FPN 238275-2-38-01.

DONE AND RESOLVED this 6th day of September, 2016.

CITY COUNCIL OF MOUNT DORA, FL

ATTEST:

_________________________________  _______________________________
(Mayor)                                             (City Clerk)

_________________________________  _______________________________
(Date)                                                         (Date)

(Affix County or City Seal)

a:suplapresol.sam
DATE: September 6, 2016

TO: Mayor and City Council

FROM: John Peters, Public Works & Utilities Director

VIA: Skip Kerkhof, Interim City Manager

RE: Change Order #1 for Masci Construction Contract for Driveway Relocation for Wastewater Plant #2 due to Wekiva Parkway Routing

Recommendation: Staff recommends that change order #1 be approved for Masci Construction in the amount of $184,868.44. The existing contract amount is $1,569,373.88. The new contract amount will be $1,754,242.32.

Budgetary Impact: The Florida Department of Transportation (FDOT) will reimburse the City for all costs associated with the construction of the new driveway approximately 250 feet into Mrs. Grantham’s property. The City will incur the costs upfront and then request reimbursement.

References/Support: N/A

Legal Review: City Attorney reviewed August 18, 2016. This Agenda item should not be approved unless the agenda item for the Supplemental Agreement #2 to the Joint Participation Agreement with FDOT is approved by City Council.

Background/Information: FDOT will be closing the entrance road to Waste-Water Treatment Plant #2 (WWTP#2) in February 2017. The entrance road to WWTP#2 is also used by the property next door which is owned by Mrs. Grantham. The new entrance road to WWTP#2 is located off US HWY 441 and is nearing completion.

FDOT has requested that the City amend the existing contract with Masci Construction to do the additional driveway work. The contractor has agreed to use the unit prices from the original contract to construct the driveway into Mrs. Grantham’s property.

Attachments: See change order #1 from Masci Construction
CHANGE ORDER FORM

PROJECT: **WWTP #2 Driveway Relocation and Utility Adjustments**  
**Bid No. 16-003-001**  
**FPN 238275-2-58-01**

CHANGE ORDER NO. 1  
DATE: ________________

CONTRACTOR: Masci Corporation

The following changes are hereby made to the Contract Documents:

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<td>240 days</td>
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<td>Final Completion:</td>
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<th>Net changes from previous Change Orders:</th>
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<th>Contract Price prior to this Change Order:</th>
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<tbody>
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<td>90 days</td>
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<table>
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<tr>
<th>Contract Price with all approved Change Orders:</th>
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<tbody>
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</table>

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<th>Contract Times with all approved Change Orders:</th>
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</thead>
<tbody>
<tr>
<td>Original Contract Times:</td>
</tr>
<tr>
<td>Substantial Completion: 2/28/17</td>
</tr>
<tr>
<td>Final Completion: 3/30/17</td>
</tr>
</tbody>
</table>
CHANGES ORDERED:

I. GENERAL – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. REQUIRED CHANGES:

CONTRACT AMOUNT: The contract amount is hereby increased by $184,868.44

CONTRACT TIME: An additional 90 contract days is requested to be added to the contract time.

III. JUSTIFICATION: Contractor to install a driveway into Grantham property. Current access to property to be removed in future road project. This work requires an additional $184,868.44 to be included in the contract per the attached cost proposals which is based on contract unit prices.

IV. PAYMENT: Contract unit price prevail with this change order and will be added to the schedule of values. Payment shall be made based on the units completed as measured in the field.
V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:       ACCEPTED BY:

Quentin L. Hampton Associates, Inc.       Masci Corporation
(Engineer)                          (Contractor)

By: ___________________________________________       _____________________________
    Name Typed                          Name Typed
    (Date)                            (Date)

______________________________________       _____________________________
    (Authorized Signature)                 (Authorized Signature)

APPROVED BY:

City of Mount Dora
Owner

By: ___________________________________________
    Name Typed
    (Date)

______________________________________
    (Authorized Signature)
## PRELIMINARY COST ESTIMATE
### GRANTHAM DRIVEWAY EXTENSION
#### CITY OF MT. DORA, FL

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<tr>
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Total $184,958.44

Prepared by
QUENTIN L. HAMPTON ASSOCIATES, INC
WITH TEDS

City Council Agenda Packet - September 6, 2016
Revised March 9, 2015
Page 63 of 98
DATE: September 6, 2016

TO: Mayor and City Council

FROM: John Peters, Public Works & Utilities Director

VIA: Skip Kerkhof, Interim City Manager

RE: Change Order #4 for Quentin L. Hampton, Inc. (QLH) for Driveway Relocation for Grantham Property near Wastewater Plant #2 due to Wekiva Parkway Routing

**Recommendation:** Staff recommends that change order #4 be approved for QLH in the amount for design and inspection services of $47,585.00. The existing contract amount is $193,265.00. The new contract amount will be $240,850.00.

**Budgetary Impact:** The Florida Department of Transportation (FDOT) will reimburse the City for all costs associated with the construction of the new driveway approximately 250 feet into Mrs. Grantham’s property. The City will incur the costs upfront and then request reimbursement.

**References/Support:** N/A

**Legal Review:** City Attorney reviewed August 18, 2016. This Agenda item should not be approved unless the agenda item for the Supplemental Agreement #2 to the Joint Participation Agreement with FDOT is approved by City Council.

**Background/Information:** FDOT will be closing the entrance road to Waste-Water Treatment Plant #2 (WWTP#2) in February 2017. The entrance road to WWTP#2 is also used by the property next door which is owned by Mrs. Grantham. The new entrance road to WWTP#2 is located off US Hwy 441 and is nearing completion.

The new entrance road was platted as a public road which will allow a driveway to be extended into Mrs. Grantham’s property. FDOT and Mrs. Grantham have entered into an agreement to solve the access problem to her property and FDOT has requested that the City amend the Joint Participation Agreement to include the design work for the driveway and the construction of the driveway.
Upon approval of Change Order #4 to the contract, QLH will finish the design of the driveway and obtain all permits needed for the work (Lake County and FDEP). QLH will perform periodic inspection of the work concentrating on quality control of critical construction items. City staff will perform daily inspection of the work.

**Attachments:** See proposed additional scopes for design and inspection with QLH
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: CITY OF MT. DORA WWTP #2 DRIVEWAY RELOCATION - DESIGN & PERMITTING
DRIVEWAY EXTENSION INTO GRANTHAM PROPERTY
ADDITIONAL SCOPE AND FEE ESTIMATE

Dear Mr. Peters:

Quentin L. Hampton Associates, Inc. (QLH) is pleased to offer the enclosed revised scope
and fee estimate for additional services related to the above referenced project. The
attached scope of services describes, in detail, our firm’s understanding of the City’s desires
for this additional work.

QLH scope of services includes design and permitting of the relocated driveway extension
into the Grantham property to the east of the plant as shown on Exhibit ‘C’.

Upon acceptance by the City, please forward a purchase order augmentation. If you have
any questions or comments, please contact our office.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.

Andrew M. Giannini, P.E.
Project Engineer

Brad T. Blais, P.E.
President

AMG/BTB:bf

Enclosures: Exhibit ‘A’ – Additional Scope of Services
Attachment ‘B’ – Fee Estimate
Exhibit ‘C’ – Plan
EXHIBIT ‘A’
CITY OF MT. DORA
WWTP #2 DRIVEWAY RELOCATION – DESIGN & PERMITTING
DRIVEWAY EXTENSION INTO GRANTHAM PROPERTY
ADDITIONAL SCOPE AND FEE ESTIMATE
-REVISED-

**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. Utility adjustments at the new plant entrance were included on the original proposal. The City requested additional service to design and permit the driveway extension into the Grantham property to the east of the plant due to Grantham’s losing access from SR46. A permit from Lake County will be required due to the Grantham property being in unincorporated Lake County.

**Purpose of Work:** The CITY desires to have Q LH provide professional services for the design and permitting services which are needed for this project.

**Description of Services:** QLH shall provide the following services:

**Survey:** No further survey required.

**Final Design and Permitting** - QLH will provide the final design and permitting plans 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 water main extension permits will be applied for.

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 and geotechnical evaluation is included. Q LH intends to subcontract with Traffic Engineering Data Solutions, Inc. for plan revisions and Andreyev Engineering, Inc. for the geotechnical evaluation. Their proposals are attached.
Schedule:

QLH will comply with the City’s desired schedule within reason.

Basis of Fee: The fee is proposed to be a lump sum of Twenty-Nine Thousand Seven Hundred Thirty Dollars and 00/100 ($29,730.00) based on the attached detailed breakdown of hours (Attachment ‘B’).

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.

IF THE CONTRACTOR (QLH) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S (QLH’s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF MOUNT DORA, 510 N. BAKER STREET, MOUNT DORA, FL 32757, City Clerk, Gwen Johns, (386) 735-7126, johnsg@cityofmountdora.com.
### ATTACHMENT 'B'

**CITY OF MOUNT DORA**

**WWTP #2 ENTRANCE RELOCATION TO US HWY 441**

**ADDITIONAL FEES FOR DRIVEWAY EXTENSION INTO GRANTHAM PROPERTY**

**REVISED 7/18/16**

| Task No. | Description                                                                 | Project Manager (hours) | Project Engineers (hours) | Production Supervisor (hours) | Engineering Analysts (hours) | CAD Technicians (hours) | Administrative Support (hours) | SUE Technician | Construction Inspector | Allowance Items | Total Task ($) |
|----------|-----------------------------------------------------------------------------|-------------------------|---------------------------|-------------------------------|------------------------------|------------------------|-------------------------------|----------------|------------------------|----------------|------------------|---------------|
|          | **Hourly Rate**                                                            | $175                    | $140                       | $75                           | $75                          | $70                    | $50                           | $75            | $60                    | See Below      | See Below        |
| CO2      | Driveway Extension into Grantham Property                                   |                         |                           |                               |                              |                        |                               |                |                        |                |                  |
|          | Meetings                                                                    | 8                       | 0                         | 0                             | 0                            | 0                      | 0                             |                |                        |                | $1,400.00        |
|          | 100% Design and Permitting of Driveway Extension with Lake County, FDEP, and MD | 12                      | 24                        | 8                             | 16                           | 36                     | 4                             |                |                        |                | $9,980.00        |
|          | Update Cost Estimate to include additional DW                              | 4                       | 2                         | 0                             | 0                            | 0                      | 1                             |                |                        |                | $1,030.00        |
|          | TEDS Assistance (see attached proposal)                                     | 0                       | 0                         | 0                             | 0                            | 0                      | 0                             |                |                        |                | $12,050.00       |
|          | **Subtotals**                                                               | 24                      | 26                        | 8                             | 16                           | 36                     | 5                             |                |                        |                | $24,460.00       |
|          | Geotechnical Evaluation (Andreyev)                                          |                         |                           |                               |                              |                        |                               |                |                        |                | $3,270.00        |
|          | Permit Fees and Reimbursables Allowance                                     |                         |                           |                               |                              |                        |                               |                |                        |                | $2,000.00        |
|          | **TOTAL ALL TASKS**                                                         |                         |                           |                               |                              |                        |                               |                |                        |                | **$29,730.00**   |

**Notes:**

1. Permit Fees include ERP modification ($490) and ERP for Grantham ($490); Lake County Pre-app conf fee ($556); Lake County Minor Site Plan Review fee ($275)
AMENDMENT No. 03 TO THE AGREEMENT BETWEEN THE CLIENT AND TRAFFIC ENGINEERING DATA SOLUTIONS, INC.

Amendment No. 03 dated June 30, 2016 to the agreement between Quentin L. Hampton Associates, Inc., ("Client") and Traffic Engineering Data Solutions, Inc., ("Consultant") dated December 26, 2013, ("the Agreement") concerning Proposed Driveway Connection on US 441 for New Access Road to City of Mt. Dora WWTP #2 and Grantham Landfill Property (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.


CONSULTANT: Traffic Engineering Data Solutions, Inc.

By: ____________________________ By: ____________________________
Title: __________________________ Title: President
Date: __________________________ Date: 06/30/2016
Exhibit A

Below is our understanding of the additional services requested by the Client:

- TEDS has previously completed the scope of services described in Tasks 1, 3, 4, 5, & 6 of the Agreement, as well as Task 7 of previous Amendment No. 01. The contractor is currently constructing the project.
- Extension of the public roadway within the right of way previously platted across the WWTP site was contemplated in previous design, but the CITY and the adjacent property owner could not come to terms of agreement. The CITY recently learned that FDOT plans to shut down the existing access to the WWTP site on SR 46 by end of 2016, which presently serves as the only point of access for the adjacent Grantham parcel. As such, the CITY has requested revision of the plans to extend the public roadway to the eastern property line of the WWTP site, with a private driveway extended approximately 250 ft. further east into the Grantham property to provide alternative access.
- The CITY anticipates issuing a change order to the contractor to construct the additional improvements, such that the alternative access is operable prior to shut down of the existing access.
- TEDS will provide design services for extension of the proposed roadway/driveway with associated stormwater collection system. QLHA will design an additional stormwater management facility to be located on the Grantham property.
- The Grantham property is located in unincorporated Lake County, and as such, the proposed revisions will require site plan approval from Lake County. For permitting purposes, the proposed improvements will be depicted in a separate set of driveway improvement plans. QLHA will prepare the necessary permit applications and coordinate with the CITY for execution and permit application fees. TEDS will provide support to QLHA in pursuit of the required site plan approval(s).
- An Environmental Resource Permit (ERP) will be required for the new stormwater management facility serving the new driveway. In addition, the ERP that was previously obtained for the WWTP site improvements may need to be modified if the stormwater management facilities being constructed on the WWTP site currently were not designed to accommodate the additional runoff from the proposed extension of public road. QLHA will provide all required services related to obtaining ERP’s and/or modifications.
- If required, QLHA will provide all design services related to extension of utilities to the Grantham property, and will provide all required services related to obtaining permits that may be required from FDEP or other agencies.
- All additional survey information required for the proposed modifications will be provided by others, and these services are not included in this Amendment.
- All additional geotechnical investigation information required for the proposed modifications will be provided by others, and these services are not included in this Amendment.
- QLHA will provide all required coordination between the Grantham property owner and the CITY, and these services are therefore not included.
- Landscape design, hardscape design, and irrigation design are not required, and these services are therefore not included.
- Environmental assessment or permitting is not included.
Based on our understanding above, TEDS shall perform the following Additional Services:

**Task 9 – Additional Project Coordination & Meetings**

TEDS will provide the following additional coordination and meeting efforts which are anticipated to be required for the additional services:

- Review additional survey and geotechnical information related to Grantham property
- Perform additional site visit and photograph existing conditions
- Prepare for and attend one (1) additional coordination meeting at the CITY with parties such as the project surveyor, City Council, City Attorney, stakeholders, etc.
- General coordination of proposed driveway / roadway design in relation to the stormwater management facility modification(s) and utility adjustment(s) being designed by QLHA

**Task 10 – Driveway Improvement Plans**

TEDS will develop another rural typical section for the driveway segment on the Grantham property, which will utilize roadside swales to convey runoff to the proposed stormwater management facility. Basin analysis will be completed as necessary to design the roadside collection system. Based on design of the stormwater management facility completed by QLHA, TEDS will revise the Civil 3D surface to display the proposed contours for the proposed roadway and pond(s).

TEDS will prepare the following plan sheets for inclusion in a new set of Driveway Improvement Plans:

- **Key Sheet** (1 sheet)
- **Drainage Map** (1 sheet)
- **General Notes** (1 sheet)
- **Summary of Pay Items** (1 sheet) "For roadway/driveway quantities only"
- **Typical Section** (1 sheet)
- **Plan & Profile Sheet** (1 sheets)
- **Cross Sections** (2 Sheets)

Once the construction plans have been completed, TEDS will prepare an Engineer's Opinion of Probable Costs for the roadway elements. Revised construction plans will be provided for QLHA's use in obtaining the additional permits. Upon receipt of comments from the agencies, TEDS will make one (1) revision to the plans per agency comments and re-issue the plans for resubmittal.

**Deliverables:** Throughout the design and permitting phases of the project, TEDS will provide up to 10 sets of progress plans printed at 1”=40’ scale on 11”x17” sheets.

**SCHEDULE**

Consultant will provide services as expeditiously as practicable, to meet a mutually agreed upon schedule.

Traffic Engineering Data Solutions, Inc.
COMPENSATION

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation:

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Date: March 27, 2015

To: The City of Mount Dora

P.O. Drawer 290247
Port Orange, Florida 32129-0247
Attention: Mr. Andrew M. Giannini, P.E.

Subject: Proposal, Geotechnical Investigation, Proposed Entrance Roadway and Stormwater Retention Areas, James P. Snell WWTP NO. 2, Mount Dora, Lake County, Florida

Dear Mr. Giannini:

As requested, Andreyev Engineering Inc. (AEI) is pleased to submit to you this proposal for a geotechnical investigation for the above referenced project location. We understand that the subject development will include relocation of the entrance driveway. Stormwater runoff from the proposed entrance roadway will be routed into two proposed stormwater retention areas.

The purpose of this geotechnical investigation and evaluation will be to assess the shallow soil and groundwater conditions and provide recommendations for general development, pavement section design, and evaluation of the stormwater retention system.

In order to assist in the geotechnical design and stormwater permitting of the project and in consideration of the anticipated site conditions, we propose to conduct the following scope of investigation:

- Drill two (2) Standard Penetration Test (SPT) borings to a depth of 25 feet below ground surface within the proposed roadway alignment.
- Drill two (2) machine auger borings to a depth of 15 feet below ground surface within the proposed stormwater retention areas.
- Collect two (2) undisturbed tube samples from the stormwater retention areas and conduct laboratory permeability testing on the undisturbed tube samples.
- Drill three (3) manual auger borings to depths of 5 to 7 feet below ground surface within portions of the proposed roadway alignment that may contain buried debris.
- Prepare a geotechnical report including results of the soil investigations in profile form, evaluation of encountered conditions, estimation of seasonal high groundwater, and geotechnical recommendations for: proper site preparation, pavement section design recommendations, and design of the stormwater retention system.
Proposal, Geotechnical Investigation, Proposed Entrance Roadway and Stormwater Retention Areas,
James P. Snell WWTP NO. 2, Mount Dora, Lake County, Florida
Page 2

We estimate our fee to conduct this investigation including field investigation, laboratory
classification, analyses and preparation of reports will be $3,270.50. This estimate assumes
that the site is clear and accessible to AEI personnel and truck-mounted drilling equipment. We
anticipate that we can begin this investigation within 3 days after receiving your authorization
and estimate report completion within 12 to 15 working days thereafter.

We appreciate the opportunity to submit this proposal for your review and consideration and
look forward to working with you on this project. If you have any questions concerning this
proposal please feel free to contact our office.

Sincerely,

ANDREYEV ENGINEERING, INC.

Raymond W. Jones, P.E.
Florida Registration No. 58079

Attachment: Scope of Work and Fee Estimate

Conditions of Acceptance: The above proposal is acceptable. This proposal constitutes a
binding contract between AEI and the client. The client and AEI agree that there are no
additional terms, conditions, or agreements with respect to the project, other than the items
referenced in this proposal agreement. Payment terms are "net thirty", and for past due
invoices, interest shall be accrued at a rate of 1.5% per month. Client also agrees to reimburse
AEI for reasonable attorney fees, in the event that payment is not submitted to AEI for services
rendered.

ACCEPTED BY: Name: ___________________ Signature: ___________________
TITLE: ___________________ DATE: ___________________
BILLING ADDRESS: ___________________
PHONE: ___________ CELL: ___________ FAX: ___________
EMAIL ADDRESS: ___________________
ATTACHMENT
SCOPRE OF WORK AND FEE ESTIMATE

I. Field Investigations
   - Mobilization of drilling equipment $450.00
   - Drill two (2) SPT borings to 25 feet 50 lineal feet @ $11.75/ft 587.50
   - Drill two (2) auger borings to 15 feet 30 lineal feet @ $9.50/ft 285.00
   - Drill three (3) auger borings to 5 to 7 feet 21 lineal feet @ $9.50/ft 199.50
   - Collect two (2) undisturbed tube samples @ $50.00 each 100.00

Subtotal $1,622.00

II. Laboratory Investigations
   - Laboratory Permeability Testing
     2 @ $75.00/test $150.00
   - Soil Classification
     Senior Engineering Technician 1 hour @ $55.00 55.00
   - Limited Laboratory Classification Tests 78.50

Subtotal $283.50

III. Engineering Services
   - Principal Engineer
     2 hours @ $150.00/hr $300.00
   - Project Engineer
     8 hours @ $100.00/hr 800.00
   - Drafting Services
     4 hours @ $55.00/hr 220.00
   - Secretarial Services
     1 hour @ $45.00/hr 45.00

Subtotal $1,365.00

TOTAL FEE $3,270.50
August 23, 2016

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

Re: CITY OF MT. DORA GRANTHAM DRIVEWAY EXTENSION 
CONSTRUCTION PHASE SERVICES 
SCOPE OF SERVICES AND FEE ESTIMATE

Dear Mr. Peters:

Quentin L. Hampton Associates, Inc. (QLH) is pleased to offer the enclosed revised scope and fee estimate for the above referenced project to provide construction administration and inspection services. The attached scope of services describes, in detail, what our firm understands to be required for this project. We understand the City would like QLH to assist the City with construction phase services for the subject project.

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,

ANDREW M. GIANINNI, P.E. 
Project Manager

AMG/BTB:bf

Enclosures: Exhibit ‘A’ – Scope of Services  
Exhibit ‘B’ – Fee Estimate

cc: Paul Lahr, P.E. – LahrP@ci.mount-dora.fl.us

Brad T. Blais, P.E.  
President
EXHIBIT 'A'  
CITY OF MT. DORA  
CITY OF MT. DORA GRANTHAM DRIVEWAY EXTENSION  
CONSTRUCTION ADMINISTRATION/INSPECTION  
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, the Grantham C&D Landfill will lose access to the property from SR46. The driveway extension from the newly constructed US Hwy. 441 entrance is proposed. Q LH will soon complete design and permitting for the Grantham driveway extension improvements.

**Purpose of Work:** The CITY desires to have Q LH provide construction/inspection phase services which are needed for this project.

**Description of Services:** Q LH shall provide the following services:

**Construction Contract Administration:** Q LH will provide the following services during the construction phase:

1. Address Contractor/CITY questions
2. Twice per month site visits
3. Review of monthly Contractor pay requests
4. Review of Contractor as-built drawings
5. Review change orders
6. Prepare final record drawings, utilizing Contractor as-builts and inspector sketches, etc.
7. Determine substantial completion.
8. Provide final inspection
9. Recommend final payment
10. Coordinate execution of final paperwork
11. Provide Certificate of Completion to permitting agencies
Construction Project Representative: QLH will provide a qualified inspector to provide part-time inspection for the following services during the construction phase:

1. Observe contractor's construction activities
2. Document construction activity via daily reports/logs
3. Address complaints/RFIs
4. Review contractor's soil and erosion control efforts
5. Review contractor's monthly pay requests/quantities
6. Prepare supplemental as-built sketches
7. Review contractor's as-built surveys
8. Review contractor's locating efforts of existing utilities
9. Coordinate responses to contractor's Requests For Information (RFIs)
10. Coordinate engineer's field directives

Basis of Fee: The proposed fee is seventeen thousand eight hundred fifty-five and 00/100 dollars ($17,855) based on attached Exhibit 'B'.

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.

IF THE CONTRACTOR (QLH) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (QLH's) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF MOUNT DORA, 510 N. BAKER STREET, MOUNT DORA, FL 32757, City Clerk, Gwen Johns, (386) 735-7126, johnsg@cityofmountdora.com.

Prepared by:
QUENTIN L. HAMPTON ASSOCIATES, INC.
-Consulting Engineers-
August 23, 2016
## EXHIBIT B
**CITY OF MOUNT DORA**
GRANTHAM DRIVEWAY EXTENSION FROM US HWY 441
QHL ESTIMATED ENGINEERING FEES
August 23, 2016

### Construction Phase Services

#### Construction Administration

<table>
<thead>
<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>
<th>Administrative Support (hours)</th>
<th>Construction Rep. Supervisor</th>
<th>Construction Inspector</th>
<th>Allowance Items</th>
<th>Total Task ($)</th>
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<tbody>
<tr>
<td>1</td>
<td>TEDS Assistance(2)</td>
<td>$175</td>
<td>$140</td>
<td>$75</td>
<td>$75</td>
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<td>$50</td>
<td>$75</td>
<td>$60</td>
<td>See Below</td>
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<tr>
<td>2</td>
<td>Attend Pre-construction conference, prepare minutes and distribution</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>3</td>
<td>Review and Process Shop Drawings, distribute</td>
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<td>4</td>
<td>Periodic Site Visits and coordination meetings</td>
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<td>8</td>
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<td>8</td>
<td></td>
<td></td>
<td>$2,080.00</td>
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<td>5</td>
<td>Review and process pay requests</td>
<td>4</td>
<td></td>
<td></td>
<td>8</td>
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<td>8</td>
<td></td>
<td></td>
<td>$960.00</td>
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<td>6</td>
<td>Attend final inspection and prepare certification of completion</td>
<td>4</td>
<td>4</td>
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<td></td>
<td></td>
<td>$1,260.00</td>
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<td>7</td>
<td>Review final record drawings and close-out documents</td>
<td>1</td>
<td>2</td>
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<td>4</td>
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<td>4</td>
<td></td>
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<td>Unit Total</td>
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<td></td>
<td>8</td>
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<td>Construction Material Testing Allowance</td>
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<td></td>
<td>Printing/Reimbursables Allowance</td>
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<td>16</td>
<td>8</td>
<td>172</td>
<td></td>
<td></td>
<td>$17,855.00</td>
</tr>
</tbody>
</table>

**Notes:**
(1) Assumes 2 months of actual construction; Includes 1 visit per month by Supervisor at 4 hours each, and Construction project Rep at 20 hours per week x 2 months
(2) Includes TEDS Direct Expenses, Printing, and misc expenses to be charged as needed with receipts
Policy Proposal to Reduce Costs for City Attorney Fees

By

Cal Rolfson, City Council Member (Dist. 2)

Proposal: Move to re-negotiate the city's legal services contract to require the city attorney to charge for services to the tenth of an hour.

Analysis:

A. In the past 4 months of city attorney billings for legal services to the City of Mount Dora, there were 22 separate contacts by individual council members, the vast majority of which were billed at one-quarter of an hour (.25 hours). At the City Attorney's fee structure as agreed to by the City Council ($155/hr.), the total cost for those services was $825 or $2,475 translated over 1 year.

B. Attorney's hourly rates are typically and expectantly high. Most other attorneys bill for legal services to the tenth of an hour (6 minute increments) rather than in quarter hour increments as does Mount Dora's City Attorney. Significant savings might be realized if the Council required our City Attorney to bill the same standard way.

C. For example, a telephone call or Email to or from our City Attorney lasting 5 or 6 minutes (1/10th hour) is typically charged to the client by most attorneys at $15.50 based upon an hourly billing rate of $155. However, if that same 5 to 6-minute telephone call is charged at .25 hours (as is currently the billing practice), the bill to the City is $38.75 for that same contact. That's a savings on just one telephone contact with the attorney of $23.25 for each contact lasting 6 minutes or less. When there are many more contacts with the client, as there are each month, the savings becomes real!

D. In the past 4 monthly billing cycles from our City Attorney, there are a total of 160 separate Email or telephone contacts with the City Attorney from and to multiple city sources [the mayor and other council members, the manager, department heads, and many others, etc.] all billed at " .25 hours" for each contact. At the City Attorney's standard billing rate of $155/hr., the total cost to the City for those 160 contacts, at .25 hours per contact, totals $6,200 ($38.75 x 160). However, assuming that each of the 160 contacts to or from the attorney in this example is 6 minutes or less (billed at 1/10th hour), the cost to the City would have been $2,480 ($15.50 x 160), or a savings of $3,720 ($6,200 - $2480) in this 4 month period. Annualized, the savings become $11,160 for the year.
D. Now, some contacts billed at ".25 hour" obviously do last 15 minutes or 10 minutes or so, but I suspect, based upon my experience, many do last 6 minutes or less. However, assuming just 1/2 of those 160 contacts are 6 minutes or less (i.e., 80), if those 80 were each billed at 1/10th hour ($15.50) rather than at .25 hour ($38.75), that would have amounted to a savings to the City of $1860.00 to the city in that 4 month period of time - or, $5,580 saved for the year.

E. Of course, there would be further savings for the City when all logged time for legal services were billed at 1/10th hour increments, not just those brief 6 minute contacts. For example, where a contact with the attorney lasted 16 minutes that service at quarter hour increments is now billed to the city at .5 hours ($77.50), but if billed in 1/10th increments the cost to the city would be $46.50 ($155 x .3hr.) for that one contact. Extended for the year, the cost savings is obvious and significant.

F. It is certain that when the Council originally hired our new City Attorney and negotiated the billing process, no consideration was given to the billing rate in hourly fractions because our previous City Attorney billed at 1/10th hour increments over his 10 years of service to the City. The City's new negotiated contract for legal services merely states that the hourly fee of $155 will be billed in accordance with the City Attorney's "standard processes and procedures (Contract, p. 3, para. 6). Based upon the City's past experiences, the Council obviously didn't question that "standard". It is not the attorney's fault the Council did not inquire further. All this is also not intended to question the legal skill of our city attorney - only to bring the cost of our legal services in line with current attorney billing standards and further to save thousands of dollars for taxpayers in the process.

I suggest the following:

1. Re-negotiate our contract with the city attorney to require billings to the 1/10th of an hour, as we experienced by our previous city attorney. [I also contacted our litigation council in the Medallion Case and she, too, bills for her firm's services to her clients in increments of 1/10th per hour.]

2. Request our City Manager to develop the documents that will respond to this policy and report back to the City Council for consideration and adoption.

Cal Rolfson

Mount Dora City Councilmember, Dist. 2
CITY OF MOUNT DORA/CITY ATTORNEY
CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into this 12th day of April, 2016 by an between the CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, whose address is 510 North Baker Street, Post Office Box 176, Mount Dora, FL 32757 hereinafter the “City,” and STENSTROM, McINTOSH COLBERT & WHIGHAM, P.A., whose address is 1001 Heathrow Park Lane, Suite 4001, Lake Mary, Florida 32746, hereinafter referred to as the “City Attorney.”

WITNESSETH

WHEREAS, the City Attorney is a law firm of attorneys and counselors at law, all of which are duly licensed, authorized and admitted to practice the profession of law in the State of Florida and members of The Florida Bar, and one of whom, Lonnie N. Groot, is board certified in the area of City, County and Local Government Law; and

WHEREAS, the City is a Florida municipality in need of legal services; and

WHEREAS, Section 3 the City Charter of the City of Mount Dora provides that “[t]he Municipal Government provided by this Charter shall be known as the ‘Council-Manager form of Government.’ Except otherwise provided by this Charter or State law, all powers of the City are vested in the elected City Council. The City Council shall appoint a City Manager and a City Attorney.”; and

WHEREAS, the City desires to retain the City Attorney to provide legal services as City Attorney for the City; and

WHEREAS, the City desires to assign the duties of legal officer of the City to the City Attorney; and
WHEREAS, the City Attorney has agreed to serve in such capacity for the City and perform the duties of legal officer of the City.

NOW, THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the City and the City Attorney agree as follows:

(1). The City Attorney shall represent the City in all of its legal matters and serve the City as its chief legal officer except as otherwise dictated by City.

(2). The City Attorney shall provide for the prosecution and defense of legal causes in behalf of the City and provide legal services to the City Council, the City Manager, City departments and City boards commissions, committees and agencies. The City Attorney shall attend all City Council meetings and, as needed, workshops and other meetings of the City and its boards, commissions, committees and agencies. The City Attorney shall perform such other professional duties as may be required by ordinance, resolution or motion of the City Council and as are prescribed for city attorneys under Federal and State laws. The City Attorney shall assist the City Council in its development of policy, but shall not engage in policy matters in his own accord. The City Attorney shall address individual legal inquiries of all members of the City Council related to City business, but shall serve the City Council as a corporate body and the local governing body of the City under controlling Florida law. The City Attorney shall take such action, under his discretion and under controlling law, to provide the City with appropriate legal guidance and appropriate responses to legal inquiries.

(3). The City Attorney has been appointed by the City Council as set forth in the City Charter of the City of Mount Dora and may be terminated at any time with or
without cause by a vote of the City Council at any meeting in which there is a quorum present.

(4). The City Attorney shall provide legal services by means of members in good standing of The Florida Bar one of which shall meet such other minimum qualifications that shall be established by The Florida Bar to be board certified in the area of City, County and Local Government Law.

(5). The City Attorney shall schedule workshops for the City Council and its boards, commissions, committees and agencies to provide for adequate training for the members of such bodies and City staff to ensure, to the maximum extent practicable, a high quality and high functioning municipal government for the City. The City Attorney is encouraged to be involved in local events and activities, but shall not be involved in City political campaigns.

(6). The City Attorney shall be compensated at the hourly rate of $155.00 per hour, all inclusive, which shall be billed in a statement on a monthly basis and shall be paid by the City within 30 days, in accordance with its standard processes and procedures. This rate shall also apply to services provided in the course of litigation. With regard to litigation or other extraordinary expenses such as court reporter services, filing fees, delivery fees, etc., the City Attorney shall transmit invoices or same to the City for payment in accordance with the City’s standard processes and procedures. Regarding services rendered in the course of any bond issue involving the City, the City Attorney shall be compensated based on an agreement to be negotiated with the City prior to said issue and taking into consideration such factors as risk and typical market rates and fees for issuer’s counsel.
(7). The office expenses and procurement of legal materials of the City Attorney shall be borne by the City Attorney unless the City requires specific and specialized material solely for the use of the City which, in such event, shall be specifically listed on an invoice.

(8). The City Attorney shall act in a manner that reflects highly upon the City and advances the City and its programs, projects and activities.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the date and year indicated below and the signatures below bind the parties as set forth herein.

CITY OF MOUNT DORA

[Signature]

Nick Girone
Mayor

ATTEST:

[Signature]

Gwen Keough-Johns
City Clerk

STENSTROM, MCINTOSH, COLBERT & WHIGHAM

[Signature]

William L. Colbert
Managing Partner

[Signature]

Lonnie N. Groot
Board Certified - City, County and Local Government
August 24, 2016

Mayor and Members of the City Council
City of Mount Dora
510 Baker Street
Mount Dora, FL 32757

Re: City Attorney Fees, Contract For Legal Services

Dear Mayor and Members of the City Council,

It is my understanding that the City Council will discuss attorney’s fees at their next meeting. The purpose of this letter is to provide information that may be of assistance to you in your discussions.

In our interview in March, 2016, we advised you that we had done due diligence in deciding whether or not to apply for the vacant position of City Attorney. As part of our due diligence we reviewed prior budgets, minutes of Council meetings, statistical data, trends, City policies, and billing for legal services. We saw a vibrant City undergoing positive change and concluded that we could be of assistance to the City, and therefore submitted our proposal.

We noted in prior bills for legal services that time in excess of the required retainer of twenty (20) hours per month was billed at a rate of $190.00 per hour, and that it included time spent by members of the firm discussing City matters with each other, with each member billing accordingly, and that in some instances, time was charged for travel to and from City Hall. Legal services for the City for 2015 totaled $139,878 for an average of $11,656 per month.
The proposal we submitted provided for an all inclusive reduced rate of $155.00 per hour for legal services with no retainer fee required. This is the standard rate we bill all of our municipal clients. We bill in quarter hour increments for all our municipal clients. We do not favor one over another, all are treated in the same manner. We do not bill for travel to and from the City, for communications between attorneys or staff within our office, normal copies or postage, or other incidental matters. We do not charge staff time of our personnel even though they have many years of experience and may handle routine matters under attorney supervision (one of our legal assistants has a masters degree in public administration). We strive to provide quality legal services in a prompt and efficient manner. Our attorney’s are available after hours and on weekends to respond to requests of staff and Council members. At the beginning of our engagement we did not bill for a considerate number of hours for initial meetings with Council Members and staff, and getting acquainted with City policies and procedures.

We have reviewed our monthly billings for April thru July and find that we have billed the City $33,170.00 which averages $8,292.00 per month. This constitutes an average savings of $3,364.00 per month. If the trend continues annual savings would be over $40,000.00 in the first year of our engagement.

In sum, we believe our charges are fair and reasonable, that they are consistent with our standards for our municipal clients, and that they provide good value to the City and its citizens. We trust that you will find this information useful in your discussion. We look forward to being of assistance to the City in the days and years ahead.

Sincerely,

Stenstrom, McIntosh, Colbert & Whigham, P.A.

William L. Colbert, Managing Partner
DATE: September 6th, 2016
TO: City Council
FROM: Roy Hughes, Parks & Recreation Director
VIA: Stephen Kerkhof, Acting City Manager
RE: Parks & Recreation Advisory Board Appointments

The Parks & Recreation Advisory Board has two (2) vacancies due to absences.

<table>
<thead>
<tr>
<th>Member</th>
<th>Appointed By</th>
</tr>
</thead>
<tbody>
<tr>
<td>VACANT</td>
<td>Mayor</td>
</tr>
<tr>
<td>VACANT</td>
<td>District 4</td>
</tr>
</tbody>
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Attachments:
- Parks & Recreation Advisory Board Roster
- Application
# Parks and Recreation Board
## Membership Roster – 2015

<table>
<thead>
<tr>
<th>MEMBER</th>
<th>CITY COUNCIL SEAT</th>
<th>DATE APPOINTED</th>
<th>TERM EXPIRES</th>
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</thead>
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<tr>
<td>VACANT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Kerry Mullen</strong></td>
<td>Mayor</td>
<td></td>
<td>December 31, 2017</td>
</tr>
</tbody>
</table>
| 621 E. Fifth Avenue  
Mount Dora, FL 32757  
352-383-3031 (H)  
352-516-9509 (W)  
kerifer@yahoo.com | District 1  
Tillett | November 2015 | December 31, 2016 |
| **Donna Shelley**| District 2        | April 1994     | December 31, 2017 |
| 423 East 7th Avenue  
Mount Dora, FL 32757  
352-735-1237 (H)  
407-886-5667 (W)  
352-455-2481 (C)  
shelleyltl@aol.com | District 2  
Rolfson | December 15, 2015 | December 31, 2017 |
| **VACANT**       | District 4        |                | December 31, 2016 |
| **Judy Smathers**| At-Large (Even) - Rich | December 2015 | December 31, 2016 |
| 414 Forest Drive  
Mount Dora, FL 32757  
352-383-5707 (H)  
jsmathers40@gmail.com | At-Large (Odd) - Slaby | November 2015 | December 31, 2017 |
| **Kate Johnson** | At-Large (Odd) - Slaby | November 2015 | December 31, 2017 |
| 312 Forest Road  
Mount Dora, FL 32757  
352-789-8156 (H)  
kate@pandiapress.com | Alternate Member Mayor | December 15, 2015 | December 31, 2017 |
| **Gary Podgornik**| Alternate Member Mayor | December 15, 2015 | December 31, 2017 |
| 8100 Bridgeport Bay Circle  
Mount Dora, FL 32757  
352-537-2284 (H)  
garypodgornik@ymail.com | Alternate Member Mayor | December 15, 2015 | December 31, 2017 |
| **Mary Miller**  | Alternate Member Mayor | December 15, 2015 | December 31, 2017 |
| 200 E. 10th Avenue, Unit 15  
Mount Dora, FL 32757  
305-586-1780 (H)  
marycmiller@bellsouth.net | Alternate Member Mayor | December 15, 2015 | December 31, 2017 |
APPLICATION TO SERVE AS A BOARD OR COMMITTEE MEMBER
FOR THE
CITY OF MOUNT DORA

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

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

1. Name: Fortenberry
   Amy (last)
   Ann (first)

2. Sex: Female
3. DOB: 08/14/1974

4. Home Address: 2640 Shoemaker Lane, Mount Dora, FL 32757
   (street, city, state and zip code)

5. Mailing Address: 2640 Shoemaker Lane, Mount Dora, FL 32757


8. Social Security Number:
   (For the Purpose of Background investigation)

9. Drivers License Number and State: F635-001-74-794-0

10. Provide a brief statement relating to your education, experience and reason for wishing to serve. (You may attach a resume.)
    I was born and raised in Central Florida and have lived in the city of Mount Dora since 2004. I have a degree in Marketing from FSU and have worked in marketing & sales with large corporations such as Universal Studios Orlando as well as Black & Decker, Inc. Most of my experience is from working and selling in the building materials industry for the last 18 years. My husband and I manage our own small business as a manufacturer rep company selling building materials in the state of FL. We have three young children who have and continue to benefit from our parks & recreation dept as well as other city activities/events. My main reason for wishing to serve is to contribute to as well as maximize the strategic goals of the city of Mount Dora's Parks & Recreation Department for my children and future generations who reside here.

11. Boards on which you wish to serve: Parks & Recreation Advisory Board

Please return this form to the Office of the City Manager, 510 Baker Street, Mount Dora, FL 32757
PH: 735-7126 for additional information.
bdapp (4/2/02)
APPLICATION TO SERVE AS A BOARD OR COMMITTEE MEMBER
FOR THE
CITY OF MOUNT DORA

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

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

1. Name: Bevan Sherry Lea
   (last) (first) (middle)

2. Sex: F
3. DOB: 2-14-46

4. Home Address: 1037 Juliette Blvd, Mt Dora
   (street, city, state and zip code)
   FL 32757

5. Mailing Address: Same


8. Social Security Number:
   (For the Purpose of Background investigation)

9. Drivers License Number and State: B150-792-46-554-0 FL

10. Provide a brief statement relating to your education, experience and reason for wishing to serve. (You may attach a resume.)
    2-year business college
    20 years secretary to attorneys in IL Retired
    Believe in being involved in community
    & in the betterment of it. Moved here about 20 months ago.
    On landscaping, architectural, and nominating committees.

11. Boards on which you wish to serve:
Parks & Recreation

Please return this form to the Office of the City Manager, 510 Baker Street, Mount Dora, FL 32757
PH: 735-7126 for additional information.
brdapp (4/2/02)
DATE:    September 6th, 2016  
TO:      City Council  
FROM:    Roy Hughes, Parks & Recreation Director  
VIA:     Stephen Kerkhof, Acting City Manager  
RE:      Public Arts Commission Appointments

The Public Arts Commission has three (4) vacancies due to absences and resignations.

<table>
<thead>
<tr>
<th>Member</th>
<th>Appointed By</th>
</tr>
</thead>
<tbody>
<tr>
<td>VACANT</td>
<td>Mayor</td>
</tr>
<tr>
<td>VACANT (MDCA Representative)</td>
<td>At-Large 1</td>
</tr>
<tr>
<td>VACANT</td>
<td>At-Large 2</td>
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<tr>
<td>VACANT</td>
<td>District 4</td>
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Attachments:
- Public Arts Commission Roster
- Applications
Public Art Commission Membership 2016

<table>
<thead>
<tr>
<th>MEMBER</th>
<th>CITY COUNCIL SEAT</th>
<th>APPOINTED</th>
<th>TERM EXPIRES</th>
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</thead>
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<tr>
<td>VACANT</td>
<td>Mayor</td>
<td></td>
<td>Dec 31, 2017</td>
</tr>
<tr>
<td>(was Amy Sellers)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(was Shyer Maguire)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stuart Bussian</td>
<td>District 1</td>
<td>December 1, 2015</td>
<td>Dec 31, 2016</td>
</tr>
<tr>
<td>912 Old Eustis Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mount Dora, FL 32757</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>272-9644</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:Stuhall415@yahoo.com">Stuhall415@yahoo.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(was Christina Wilkins)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8044 St James Way</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mount Dora, FL 32757</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:liz@WINCUPGP.COM">liz@WINCUPGP.COM</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Original member)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>James Carlton</td>
<td>District 3</td>
<td>April 7, 2009</td>
<td>Dec 31, 2017</td>
</tr>
<tr>
<td>1450 Hilltop Drive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mount Dora, FL 32757</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>383-4560 (H)</td>
<td></td>
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</tr>
<tr>
<td><a href="mailto:jcarlton@atlantic.net">jcarlton@atlantic.net</a></td>
<td></td>
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</tr>
<tr>
<td>(was Susan Mulholland)</td>
<td></td>
<td>December 15, 2015</td>
<td>Dec 31, 2017</td>
</tr>
<tr>
<td>VACANT</td>
<td>District 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(was Beth Miller)</td>
<td>VACANT – MDCA Representative</td>
<td>At-Large 1</td>
<td>Dec 31, 2016</td>
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<tr>
<td>(was Kathleen Dennis)</td>
<td>VACANT</td>
<td>At-Large 2</td>
<td>Dec 31, 2016</td>
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</table>

The Public Arts Commission meets the fourth Tuesday of each month at 3:30 p.m. in the City Hall Board Room.
APPLICATION TO SERVE AS A BOARD OR COMMITTEE MEMBER
FOR THE
CITY OF MOUNT DORA

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

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

<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>Middle Name</th>
<th>Last Name</th>
<th>First Name</th>
<th>Middle Initial</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td>Middleton</td>
<td></td>
<td>Harlow</td>
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<td>2.</td>
<td>Sex: Male</td>
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<tr>
<td>3.</td>
<td>DOB:</td>
<td>September 24, 1939</td>
<td></td>
<td></td>
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<tr>
<td>4.</td>
<td>Home Address:</td>
<td>2065 Morris Street, Eustis, FL 32726</td>
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<tr>
<td></td>
<td>street, city,</td>
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<td>state and</td>
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<td></td>
<td>zip code</td>
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<tr>
<td>5.</td>
<td>Mailing Address:</td>
<td>699 E. Fifth Avenue, Mount Dora, FL 32757</td>
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<tr>
<td>6.</td>
<td>Home telephone:</td>
<td>352 516-4903</td>
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<td>7.</td>
<td>Business</td>
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<tr>
<td></td>
<td>telephone:</td>
<td>352 385-9103</td>
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<td>8.</td>
<td>Social Security Number:</td>
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<td>(For the Purpose of Background investigation)</td>
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<td>9.</td>
<td>Drivers License Number and State:</td>
<td>Florida 343-323-39-344-0</td>
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</tbody>
</table>

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

See Attached

11. Boards on which you wish to serve: Public Arts Commission

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

brdapp (4/2/02)
July 28, 2016

Harlow C. Middleton

Attachment for application for Public Arts Commission Board

**Additional information for #10:**


I love Mount Dora and have lived and/or had my business here since 1970. Over the years I have served as President of the Mount Dora Center for the Arts and its predecessors for five various years. I was Chairman of the Art Festival for three years. I was Board Member for the Ice House Theater for three years. I served on Ringling Museum Board of Advisors for a number of years, and I was a Board Member and President for the Mount Dora Music Festival. I have served on many other non-art(s) related civic, charitable, and business related boards both locally and statewide. I love the humanities and the arts. I travel extensively and always visit the museums, gardens and art areas of the places I visit. I believe public art is important to the pride of the community. It adds value to the community in cache and in real property value enhancement as well as acts as economic engine. Usually, public art stimulates community conversation, and therefore is educational. All good stuff.
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Immediately Upon Appointment to a Board or Committee

1. Name: 
   (last) 
   (first) 
   (middle)

2. Sex: MALE
3. DOB: 05/25/1965

4. Home Address: 285, W Oakhill Pl, Mount Dora, FL 32757
   (street, city, state and zip code)

5. Mailing Address:

6. Home telephone: 352-409-1784
   Business telephone: 352-723-6690

7. Social Security Number:
   (For the Purpose of Background investigation) [Redacted]

8. Drivers License Number and State: 6320-433-65-185-0

10. Provide a brief statement relating to your education, experience and reason for wishing to serve. (You may attach a resume.)
   I have been an artist for 45 years
   My experience in the arts included oil painting, acrylic and sculpting.

11. Boards on which you wish to serve: Public Art Commission

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PH: 735-7126 for additional information.

brdapp (4/2/02)
APPLICATION TO SERVE AS A BOARD OR COMMITTEE MEMBER
FOR THE
CITY OF MOUNT DORA

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Immediately Upon Appointment to a Board or Committee

1. Name: Rosenberg Kristina Marie
   (last) (first) (middle)

2. Sex: Female

3. DOB: 04/10/1984

4. Home Address: 27805 Lois Drive, Tavares, FL 32778
   (street, city, state and zip code)

5. Mailing Address: 27805 Lois Drive, Tavares, FL 32778

6. Primary phone no. 352-383-0880

7. Secondary phone no. 513-910-5944

8. Social Security Number: [Redacted]
   (For the Purpose of Background investigation)

9. Email: kristina@mountdoracenterrforthearts.org

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

   Resume Attached:
   Just promoted to Marketing Director @ Maza,
   (Mount Dora Center for the Arts).

11. Boards on which you wish to serve: Public Arts Commission

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

brdapp (4/2/02)