MOUNT DORA CITY COUNCIL MEETING
November 15, 2016, 6:00 p.m.
City Hall Board Room, 510 N. Baker Street

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ANNOUNCE SWEARING-IN OF NEWLY ELECTED AND RE-ELECTED CITY COUNCIL MEMBERS

OATH OF OFFICE

1. City Council Member District 2, Cal Rolfson
2. City Council Member At-Large Even, Cathy Hoechst
3. City Council Member District 3, John Tucker

OPPORTUNITY FOR NEW COUNCIL MEMBERS TO MAKE COMMENTS

ROLL CALL

RESOLUTION

1. Approval of Resolution No. 2016-62, Certifying of Election Results

PUBLIC COMMENT

This is the time for the public to come forward with any comments on any subject related to City business that is not listed under Public Hearings. Please complete a speaker card and provide it to the City Clerk prior to the meeting.

You will be asked to state your name and address for the record. Comments will be limited to 3 minutes or less.
APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Approval of City Council Meeting minutes dated November 1, 2016

CEREMONIAL ITEMS AND PRESENTATIONS

1. Proclamation - Police Department MedEvac BearCat Rescue Vehicle
2. Patriot Cruise and Salute Event Overview

PUBLIC HEARINGS

RESOLUTIONS

1. Approval of Resolution No. 2016-56, Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for Utility Relocation at Veranda Apartments
2. Approval of Resolution No. 2016-51, Subordination Easement for Parcel 804.2 (Summerbrooke)
3. Approval of Resolution No. 2016-57, revising the policy statement as it pertains to use of the words genetic information in the EEO Policy

DISCUSSION

1. This is a request for City Council to schedule Thursday, December 15, 2016, as a work session for the following topics:
   Lobbyist
   Public Works Building
   Events

2. This is a request for City Council to set Saturday, January 21 or 28, 2017, 9:00 am to 1:00 pm as a City Council Work Session for the following topics:
   Arborist Update and Going Forward
   Strategic Planning

CITY MANAGER

1. Scheduled Time Off for Holidays
2. Performance Review Criteria Annual City Manager Evaluation
3. Strategic Plan Report
4. Purchasing Policy Update

CITY ATTORNEY’S REPORT
COMMUNICATIONS AND REPORTS

- Council Member Cal Rolfson
- Council Member Mark Slaby
- Council Member Laurie Tillett
- Council Member Marc Crail
- Council Member
- Vice-Mayor
- Mayor Nick Girone (Appointment City Council to be Library Advisory Board Liaison)

FUTURE MEETING DATES

- Tuesday, December 6, 2016, 6:00 p.m. Regular Session
- Tuesday, December 20, 2016, 6:00 p.m. Regular Session
- Tuesday, January 3, 2016, 6:00 p.m. Regular Session
- Tuesday, January 17, 2016, 6:00 p.m. Regular Session

ADJOURNMENT

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE AT THIS MEETING WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, SUCH PERSON MAY NEED A RECORD OF THESE PROCEEDINGS. FOR SUCH PURPOSE, A PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. Verbatim record will not be provided by the City of Mount Dora.

NOTICE: IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT GWEN JOHNS, CITY CLERK, AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS. TELEPHONE (352) 735-7126 FOR ASSISTANCE. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS, (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.
RESOLUTION 2016-62

A RESOLUTION OF THE CITY COUNCIL OF MOUNT DORA, LAKE COUNTY, FLORIDA, ACCEPTING THE CANVASSING OF VOTES FOR THE GENERAL ELECTION IN THE CITY OF MOUNT DORA HELD ON NOVEMBER 8, 2016; DECLARING THE RESULTS OF THE GENERAL ELECTION FOR THE OFFICE OF CITY COUNCIL MEMBER DISTRICT TWO (2) WITHOUT OPPOSITION; DECLARING THE ELECTION OF OFFICE OF CITY COUNCIL DISTRICT THREE (3) AND DECLARING THE ELECTION OF OFFICE OF CITY COUNCIL AT-LARGE EVEN; DECLARING OTHER PERTINENT MATTERS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the candidates referenced in this Resolution have met the requirements for office of Council Members in compliance with Section 5 and Section 13 of the City Charter of the City of Mount Dora and other applicable provisions of controlling law; and

WHEREAS, the City Charter of the City of Mount Dora establishes the controlling rules and regulations for the General Election of Municipal Officers within the City of Mount Dora; and

WHEREAS, a General Election for vacancies on the City Council of the City of Mount Dora was called for November 8, 2016 and was held in accordance with the controlling provisions of law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION ONE: GENERAL ELECTION HELD.

(a). A General Election was held November 8, 2016, in the City of Mount Dora.

(b). A candidate for City Council Member District 2, Cal Rolfson was unopposed.

(c). John Tucker and Jim Murray qualified for and ran in a contested election for the office of City Council Member District 3.

(d). Cathy Hoechst and Susan Nemec qualified for and ran in a contested election for the office of City Council Member At-Large Even.
SECTION TWO: ELECTION RESULTS AS TO DISTRICT 3.

(a). The City Council of the City of Mount Dora hereby accepts that the Lake County Canvassing Board has lawfully and accurately canvassed the votes cast in the General Election for the office of City Council Member District 3 in accordance with Section 14 of the City Charter of the City of Mount Dora and other controlling law as follows:

City Council District 3

Candidate:         Votes Received:  
John Tucker         831.  
Jim Murray          697.  

SECTION THREE: ELECTION RESULTS AS TO AT LARGE EVEN.

(a). The City Council of the City of Mount Dora hereby accepts that the Lake County Canvassing Board has lawfully and accurately canvassed the votes cast in the General Election for the office of City Council Member At Large Even in accordance with Section 14 of the City Charter of the City of Mount Dora and other controlling law as follows:

City Council At Large Even

Candidate:         Votes Received:  
Cathy Hoechst       3595.  
Susan Nemec         2862.  

(b). Although Section 102.168(2), Florida Statutes, relating to contesting of elections, provides that a “. . .contestant shall file a complaint, together with the fees prescribed in Chapter 28, with the Clerk of the Circuit Court within 10 days after midnight of the date the last board responsible for certifying the results officially certifies the results of the election being contested” and, accordingly, the statutory time period for contesting elections has not run since the votes have been counted and canvassed in accordance with the controlling requirements of Florida law; the District 3 and At Large Even opponents respectively, Jim Murray and Susan Nemec, have conceded the results of the election for City Council District 3 and At Large Even respectively.
SECTION THREE: DETERMINATION OF WINNER AS TO DISTRICT 2.

Pursuant to the results of the General Election held on November 8, 2016, the following candidate is hereby declared to be elected:

District 2: Cal Rolfson.

SECTION FOUR: DETERMINATION OF WINNER AS TO DISTRICT 3 AND AT LARGE EVEN.

Pursuant to the General Election held on November 8, 2016, the following two City Council Members were elected or re-elected, respectively, without opposition:

District 3: John Tucker.

At Large Even: Cathy Hoechst.

SECTION FIVE: CITY COUNCIL JUDGE OF ELECTIONS.

The City Council is, under controlling law, the judge of the election and qualifications of its member, and for such purpose shall have the power to subpoena witnesses and require the production of records, but the decision of the City Council in such case shall be subject to review by the Courts.

SECTION SIX: EFFECTIVE DATE.

This Resolution shall take effect immediately upon its adoption.

CITY OF MOUNT DORA, FLORIDA

________________________________________
NICK GIRONE
Attest: MAYOR

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

Approved as to form and legality:

________________________________________
WILLIAM L. COLBERT
ACTING CITY ATTORNEY
Adopted this 15th day of November, 2016.

Posted this __ day of November, 2016.
<table>
<thead>
<tr>
<th>MINNEOLA CITY COUNCIL SEAT 2</th>
<th>(Vote for ) 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul Giacalone.</td>
<td>1,442 31.83</td>
</tr>
<tr>
<td>Lisa Jones.</td>
<td>3,088 68.17</td>
</tr>
<tr>
<td>Over Votes.</td>
<td>3</td>
</tr>
<tr>
<td>Under Votes.</td>
<td>867</td>
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<thead>
<tr>
<th>MINNEOLA CITY COUNCIL SEAT 4</th>
<th>(Vote for ) 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kelly Price.</td>
<td>2,830 63.06</td>
</tr>
<tr>
<td>Oscar Trujillo.</td>
<td>1,656 36.94</td>
</tr>
<tr>
<td>Over Votes.</td>
<td>1</td>
</tr>
<tr>
<td>Under Votes.</td>
<td>911</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>MONTVERDE TOWN COUNCIL</th>
<th>(Vote for ) 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billy Bates.</td>
<td>442 29.82</td>
</tr>
<tr>
<td>Jim Peacock.</td>
<td>431 29.08</td>
</tr>
<tr>
<td>Jim Pierce.</td>
<td>369 24.90</td>
</tr>
<tr>
<td>Roxana G. Stan.</td>
<td>240 16.19</td>
</tr>
<tr>
<td>Over Votes.</td>
<td>0</td>
</tr>
<tr>
<td>Under Votes.</td>
<td>466</td>
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<table>
<thead>
<tr>
<th>MOUNT DORA CITY COUNCIL AT-LARGE</th>
<th>(Vote for ) 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cathy Haechst.</td>
<td>3,595 55.68</td>
</tr>
<tr>
<td>Susan Nemec.</td>
<td>2,862 44.32</td>
</tr>
<tr>
<td>Over Votes.</td>
<td>1</td>
</tr>
<tr>
<td>Under Votes.</td>
<td>1,145</td>
</tr>
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<table>
<thead>
<tr>
<th>MOUNT DORA CITY COUNCIL DISTRICT 3</th>
<th>(Vote for ) 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jim Murray.</td>
<td>697 45.62</td>
</tr>
<tr>
<td>John Tucker.</td>
<td>831 54.38</td>
</tr>
<tr>
<td>Over Votes.</td>
<td>1</td>
</tr>
<tr>
<td>Under Votes.</td>
<td>307</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TAVARES CITY COUNCIL SEAT 1</th>
<th>(Vote for ) 1</th>
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</thead>
<tbody>
<tr>
<td>Diana Aton.</td>
<td>876 13.45</td>
</tr>
<tr>
<td>Amanda Boggus.</td>
<td>2,467 37.88</td>
</tr>
<tr>
<td>Ben Johnson.</td>
<td>1,450 22.26</td>
</tr>
<tr>
<td>Lisa Johnson.</td>
<td>1,720 26.41</td>
</tr>
<tr>
<td>Over Votes.</td>
<td>1</td>
</tr>
<tr>
<td>Under Votes.</td>
<td>1,534</td>
</tr>
</tbody>
</table>
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 Odd
- Marie Rich, At-Large Even
- Cal Rolfson, District 2
- Marc Crail, District 4

**Also Present**
- Robin R. Hayes, City Manager
- Johns, MMC, City Clerk
- Jennifer Cockcroft, City Attorney

**PUBLIC COMMENTS**

Don Stuart, 1622 Normandy Drive and President of Visit Mount Dora, stated the 2016 Craft Fair was a great event. He expressed sincere appreciation to City personnel who always go out of their way to make sure every event is successful. Special thanks were extended to Ms. Robin R. Hayes, City Manager, who implemented a shuttle service which was a positive and proactive move on part of the City.

Mr. Stuart said the Community Building has some upcoming productions, one will be in partnership with the Patrons of the Community Building and all proceeds will be donated back for upgrades to the existing sound system.

Don Stuart promoted an event with the Village Market in partnership with The Olive Branch Restaurant that will be offering Thanksgiving dinner.

Mr. Stuart shared the check that was written to the City of Mount Dora, from Visit Mount Dora to cover fees associated with the Craft Fair. The amount of the check was $36,565.96.

Michell Middleton, President, Mount Dora Center for the Arts, announced the Art of the Deal Fundraising Event to be held on Saturday evening. Proceeds benefit the summer art camp program. All were encouraged to attend.

**APPROVAL OF AGENDA**

Motion was made by Councilmember Rolfson to approve the agenda; Councilmember Rowlett seconded the motion. The motion was approved by a unanimous voice vote.

**APPROVAL OF MINUTES**

Motion was made by Councilmember Rowlett to approve minutes dated October 18, 2016; Councilmember Crail seconded the motion. The motion was approved by a unanimous voice vote.

**PUBLIC HEARINGS**
RESOLUTIONS

1. Approval of Resolution No. 2016-50, Duke Energy Transmission Agreements

Jennifer Cockcroft, City Attorney, read Resolution No. 2016-50 by title only.

RESOLUTION NO. 2016-50

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING THE SERVICE AGREEMENT FOR NETWORK INTEGRATION TRANSMISSION SERVICES AND THE NETWORK OPERATING AGREEMENT BETWEEN THE CITY OF MOUNT DORA, FLORIDA AND DUKE ENERGY FLORIDA, LLC; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, stated the purpose of Resolution No. 2016-50 to ensure continued services with Duke Energy.

Motion was made by Councilmember Rowlett to approve Resolution No. 2016-50; Councilmember Rich seconded the motion. The motion was approved by roll call vote.

Vice-Mayor Rowlett      YES
Councilmember Rich      YES
Councilmember Crail     YES
Councilmember Rolfson   YES
Councilmember Slaby     YES
Councilmember Tillett   YES
Mayor Girone            YES

2. Approval of Resolution No. 2016-49, Delegation of Authority to City Manager to approve Mutual Aid Agreements for the Police Department

Ms. Cockcroft, City Attorney, read Resolution No. 2016-49 by title only.

RESOLUTION NO. 2016-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA DELEGATING AUTHORITY TO THE CITY MANAGER TO APPROVE MUTUAL AID AGREEMENTS BETWEEN THE CITY POLICE DEPARTMENT AND OTHER LAW ENFORCEMENT AGENCIES OF VARIOUS LEVELS OF GOVERNMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORIZATION TO DELEGATE AUTHORITY TO THE CHIEF OF POLICE; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Hayes, City Manager, stated the purpose of Resolution No. 2016-49, granting the City Manager authority to enter into Mutual Aid agreements, allowing law enforcement individually and collectively,
make the most efficient use of respective powers and resources through cooperation with regard to crime prevention, law enforcement, emergency and disaster relief functions and to achieve mutual advantage.

Motion was made by Councilmember Rowlett to approve Resolution No. 2016-49; Councilmember Rich seconded the motion. The motion was approved by roll call vote.

Vice-Mayor Rowlett  YES
Councilmember Rich  YES
Councilmember Crail  YES
Councilmember Rolfson  YES
Councilmember Slaby  YES
Councilmember Tillett  YES
Mayor Girone  YES

3. Approval of Resolution No. 2016-52, Davey Tree Expert Company, Final Renewal Agreement

Ms. Cockcroft, City Attorney, read Resolution No. 2016-52 by title only.

RESOLUTION NO. 2016-52

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, AUTHORIZING THE EXECUTION OF THE FINAL RENEWAL AGREEMENT FOR TREE TRIMMING SERVICES WITH THE DAVEY EXPERT COMPANY, BEGINNING OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017; PROVIDING FOR ADMINISTRATIVE ACTIONS AND APPROVALS; PROVIDING FOR DELEGATION FOR THE MAYOR TO SIGN; AND PROVIDING FOR SCRIVENER’S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

Ms. Hayes, City Manager, stated the purpose of Resolution No. 2016-52 is to award the final tree trimming renewal contract for the Electric/Service Lines to the Davey Tree Expert Company.

Motion was made by Councilmember Tillett to approve Resolution No. 2016-52; Councilmember Rich seconded the motion. The motion was approved by roll call vote.

Councilmember Tillett  YES
Councilmember Rich  YES
Councilmember Crail  YES
Councilmember Rolfson  YES
Councilmember Slaby  YES
Vice-Mayor Rowlett  YES
Mayor Girone  YES

4. Approval of Resolution No. 2016-54, Request for Proposal (RFP) for Code Enforcement Special Magistrate Services

Ms. Cockcroft, City Attorney, read Resolution No. 2016-54 by title only.

RESOLUTION NO. 2016-54

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, AUTHORIZING A REQUEST FOR PROPOSAL (RFP) FROM QUALIFIED
FIRMS OR ATTORNEYS TO ACT AS A SPECIAL MAGISTRATE IN CODE ENFORCEMENT HEARINGS, TO INCLUDE THE PUBLICATION OF THE RFP, EVALUATION OF PROPOSERS AND THE OF THE SUCCESSFUL PROPOSED BY THE CITY COUNCIL, AMENDING THE CITY BUDGET AS NECESSARY IN THE GENERAL FUND; PROVIDING FOR ADMINISTRATIVE ACTIONS AND APPROVALS; PROVIDING FOR DELEGATION TO THE MAYOR TO SIGN; AND PROVIDING FOR SCRIVENER’S ERRORS, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Hayes, City Manager, stated the purpose of Resolution No. 2016-54, is to authorize the City Manager to execute an agreement for Code Enforcement Magistrate services.

Motion was made by Councilmember Rowlett to approve Resolution No. 2016-54; Councilmember Rich seconded the motion. The motion was approved by roll call vote.

Vice-Mayor Rowlett YES
Councilmember Rich YES
Councilmember Crail YES
Councilmember Rolfson YES
Councilmember Slaby YES
Councilmember Tillett YES
Mayor Girone YES

5. Approval of Resolution No. 2016-55, Emergency Event Pay Policy

Ms. Cockcroft, City Attorney, read Resolution No. 2016-55, by title only.

RESOLUTION NO. 2016-55

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, REVISING THE POLICY STATEMENT AS IT PERTAINS TO SPECIAL PAY, TO INCLUDE PROVISIONS FOR EMERGENCY EVENT PAY; AND PROVIDING FOR SCRIVENER’S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

Ms. Hayes, City Manager, said the purpose of Resolution No. 2016-55 is to establish a policy in which employees will be compensated during an emergency.

Motion was made by Councilmember Rowlett to approve Resolution No. 2016-55; Councilmember Rich seconded the motion. The motion was approved by roll call vote.

Vice-Mayor Rowlett YES
Councilmember Rich YES
Councilmember Crail YES
Councilmember Rolfson YES
Councilmember Slaby YES
Councilmember Tillett YES
Mayor Girone YES
DISCUSSION

1. Rental Ordinance Program Evaluation pertaining to Section 22.710, Part VII Real Property Rental Inspection – Mount Dora Code of Ordinances

Robin R. Hayes, City Manager, explained the updated information provided by staff in response to an inquiry by City Council. It was indicated at a previous meeting that the Rental Inspection Ordinance Program may be due for a review.

Discussion ensued.

<table>
<thead>
<tr>
<th>Public Comments</th>
<th>Topic</th>
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<tbody>
<tr>
<td>Buddy Atkins, Realtor Atkins Realty</td>
<td>In favor of repealing the ordinance</td>
</tr>
<tr>
<td>Monique Richison Hilltop Court</td>
<td>Not in favor of repealing the ordinance</td>
</tr>
<tr>
<td>Don Platt 3630 Oak Street</td>
<td>In favor of administering the code equally</td>
</tr>
<tr>
<td>Randy Wise 1180 Annie Street</td>
<td>In favor of repealing the ordinance</td>
</tr>
<tr>
<td>Rozann Abato 541 E 1st Avenue</td>
<td>Not in favor of repealing the ordinance</td>
</tr>
<tr>
<td>Josh Hemmingway 1177 E 5th Avenue</td>
<td>Brought up Air B&amp;B</td>
</tr>
</tbody>
</table>

By way of consensus of City Council, the City Manager and her staff were asked to schedule some public work sessions pertaining to the rental inspection ordinance. Information is to be obtained from other local jurisdictions and services similar to the rental programs. Results will be presented to City Council in a work session setting in the January-February timeframe and if changes are deemed appropriate, that would allow for first reading of an ordinance in March 2017.

CITY MANAGER UPDATE

1. CRA Parking Plan – Pilot Shuttle Program

Ms. Hayes, City Manager, thanked everyone who was instrumental in making the Craft Fair weekend shuttle initiative a huge success. She reviewed data taken from surveys that were handed out during the weekend. A total of 167 surveys were completed and 96% of the users were very pleased with the service. Pros and Cons of the service were reviewed in a post-event meeting and changes will be made in order to improve the service for future events. City staff will also be reaching out to downtown merchants in an effort to help them get to and from their shops and restaurants when special events are occurring.

Ms. Hayes announced the new web cam in downtown that is available to visitors and residents via the City of Mount Dora website.
CITY COUNCIL COMMENTS

Councilmember Rich

Councilmember Rich thanked the citizens of Mount Dora who believed in her and stated it has been a fun, yet eye-opening experience. She said the last two years have been a highlight in her life.

Vice-Mayor Rowlett

Vice-Mayor Rowlett has enjoyed working with staff and he said being on City Council has been an enjoyable experience. It has been an honor to serve the people of Mount Dora.

Councilmember Rolfson

Councilmember Rolfson thanked Councilmembers Rich and Rowlett for their service to the City and for being honorable partners on City Council.

Mr. Rolfson announced his recent attendance at the Advanced Institute for Elected Municipal Officials and his final policy committee meeting that will be held at the Legislative Conference in December. He will provide updates as appropriate.

Councilmember Slaby

Councilmember Slaby stated he admires Councilmember Rich’s bravery and said she is an excellent ambassador for the City.

Councilmember Slaby stated that Councilmember Rowlett has taken care of things and it is wonderful that he has worked so hard to get things done such as the forthcoming 5th Avenue improvements.

Councilmember Tillett

Councilmember Tillett echoed other comments about outgoing City Council members.

Councilmember Tillett would like for the City to consider Wi-Fi in the downtown area.

Councilmember Tillett said she has enjoyed serving on the Community Trust. They are now implementing a database for scholarships and grants which will make it easier to track funding. She is looking forward to future community events.

Councilmember Crail

Councilmember Crail enjoyed driving a shuttle during the recent craft fair and he has heard a lot of positive feedback. Mr. Crail also thanked Councilmembers Rowlett and Rich for their service to the City.

Mayor Girone

Mayor Girone spoke about a meeting in Apopka where projects on Lake Apopka were discussed. The next meeting of the East Lake West Orange Elected Officials will be held in March 2017.

Mayor Girone shared his thoughts about the swearing-in ceremony following the election of November 8, 2016. He said outgoing City Council members will be invited back on December 6, 2016, to be formally honored and recognized for their service.
ADJOURNMENT

The City Council meeting adjourned at approximately 7:50 p.m.

________________________
NICK GIRONE
MAYOR of the City of Mount Dora, Florida

Gwen Keough-Johns, MMC
City Clerk

In accordance with the State of Florida General Records Schedule, Audio Recordings are retained on file for two (2) anniversary years after adoption of the official meeting minutes. Recent audio recordings are available at http://www.ci.mount-dora.fl.us/Archive.aspx?AMID=70
DATE: November 15, 2016

TO: Honorable Mayor and City Council

FROM: Robin R. Hayes, City Manager

SUBJECT: Proclamation and Presentation, MEdEvac BearCat Rescue Vehicle

Introduction:

This is a request for City Council to observe the new MedEvac BearCat Rescue Vehicle and to recognize the purchase made in partnership between the Mount Dora Heroes Foundation and Main Street Leasing.

For the past 15 years, the Mount Dora Police Department has had a Special Tactical Team to deal with special operations such as, Search Warrants, Arrest Warrants and tactical support for undercover drug and violent crime operations.

Discussion:

In 2001, the Police Department acquired a 1998, Ford, F350, with 160,000 miles on it from the Lake County Sheriff's Office. The vehicle was an old ambulance and was being utilized by the LCSO as a Crime Scene Investigations vehicle.

In 2014, we were approached by Main Street Leasing about acquiring an armored vehicle to protect our Special Weapons and Tactics Team during tactical operations as well as utilizing it for natural disasters and any other extraordinary events that may occur.

The Mount Dora Heroes Foundation began researching different options for armored vehicles for over 18 months. After exhausting every viable option, Main Street Leasing decided to up the ante and asked the foundation to research new vehicles and present a proposal to them.

After speaking to numerous other agencies, we learned very quickly that Lenco Armored Vehicles out of Pittsfield, Massachusetts was the top of the line manufacturer.

The foundation met with their sales representative on numerous occasions to find the right vehicle for needs and settled on the MedEvac BearCat Rescue Vehicle, which combines the
armor for the tactical aspect and medical component for rescuing and triaging injured officers or civilians.

Main Street Leasing and The Mount Dora Heroes Foundation entered into an agreement for the purchase of the vehicle, which includes both entities paying for half of the $279,894 purchase.

A Lease Agreement was drafted and sent to the City Attorney for approval; Mayor Nick Girone, Ken Mazik (Main Street Leasing), and Robert Bell (The Mount Dora Heroes Foundation) for signature authorization.

**Budget Impact:**

The Lease Agreement states that the owner of the vehicle, *The Mount Dora Heroes Foundation*, agrees to lease the vehicle to the City of Mount Dora for $1.00 per year, for five years. The agreement also stipulates that the City of Mount Dora will cover the cost of maintenance and insurance, which is no impact to the budget since this vehicle is replacing the 1998 Ford F350.

The vehicle has a 3 year, 36,000 mile warranty from Ford Motor Company, so the only cost for maintenance would be the annual preventative maintenance costs.

So to recap, the agreement is a five year agreement for what amounts to $1,720 annually. The only additional cost to the City of Mount Dora is the $1.00 annually.

**Recommendation:**

It is recommended that City Council accept the Proclamation as presented.

**Attachments:**

1) Proclamation

Prepared by: Robert Bell, Deputy Police Chief
PROCLAMATION

WHEREAS, the City of Mount Dora Police Department wishes to announce to the City Council and the general public, receipt of a tactical operations vehicle; and

WHEREAS, the Police Department would like to extend a heartfelt thank you to Main Street Leasing for inquiring about whether an armored vehicle was needed; and

WHEREAS, the Mount Dora Heroes Foundation began researching different options for armored vehicles under every viable option was exhausted; and

WHEREAS, the Police Department was asked again by Main Street Leasing, to research new armored vehicles and present them with a proposal; and

WHEREAS, Lenco Armored Vehicles out of Pittsfield, Massachusetts was the top of the line manufacturer of such vehicles; and

WHEREAS, the right vehicle for the City of Mount Dora, the MedEvac BearCat Rescue Vehicle, was decided upon; and

WHEREAS, the chosen vehicle combines the armor for the tactical aspect and medical component for rescuing and triaging injured officers or civilians.

WHEREAS, the Mount Dora Heroes Foundation and Main Street Leasing entered into an agreement for the purchase if the vehicle, each entity paying one half of the purchase or $279,894.; and

WHEREAS, the City of Mount Dora wishes to express warm appreciation to Main Street Leasing for helping make the purchase of this piece of equipment that will assist the Special Tactical Team in dealing with operations such as Search Warrants, Arrest Warrants and tactical support for undercover drug and violent crime operations; and

THEREFORE, I, Mayor Nick Girone, hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed at Mount Dora this 15th day of November in the year of two thousand sixteen.

Nick Girone, Mayor

ATTEST:

Gwen Keough-Johns, City Clerk
DATE: November 15, 2016

TO: Mayor and City Council

FROM: Robin R. Hayes, City Manager

RE: Approval of Resolution No. 2016-56, Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) pertaining to utility relocations for the Veranda Apartments

Introduction:

This is a request for City Council to approve and authorize execution of the attached Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) which will provide for reimbursement to the City for the relocation of utilities in front of the Veranda Apartments along State Road (SR) 46.

Discussion:

The City has utility lines that run parallel to SR 46 to serve the Veranda Apartments. As part of the right of way certification process, the FDOT requested that the City subordinate the easement where the utility lines were constructed. The subordination was approved by the City Council on June 21, 2016. Since the City owned an existing easement when the utilities were installed, the FDOT agreed to pay for the relocation costs of the City's utilities. The JPA provides funding to pay the City for the costs of the utility relocations.

Budget Impact:

The FDOT will be reimbursing the City for the costs of the utility relocation for the Veranda Apartments as outlined in the JPA.

Strategic Impact:

The utility lines are in conflict with the new Wekiva Parkway construction and must be relocated.

Recommendation:

City staff recommends that the City Council adopt Resolution No. 2016-56 approving the JPA.
RESOLUTION NO. 2016-56

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING A JOINT PARTICIPATION AGREEMENT (JPA) BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, WITH AUTHORIZATION FOR THE MAYOR TO EXECUTE THE JPA; FOR UTILITY RELOCATION RELATING TO THE VERANDA APARTMENTS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora, Florida (the “City”) and the Florida Department of Transportation (the “FDOT”) wish to enter into a Joint Participation Agreement (the “JPA”) as seen in Exhibit #1 to relocate utilities for the Veranda Apartments; and

WHEREAS, it is in the public interest and serves a public purpose for the City enter into the JPA with the FDOT in order to relocate utility lines and be reimbursed for the costs thereof by the FDOT.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT.

(a). The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution.

SECTION 2. APPROVAL OF AGREEMENTS.

(a). The City Council of the City of Mount Dora hereby approves the City entering into a JPA with the FDOT as attached hereto as Exhibit “1”.

(b). The City Council of the City of Mount Dora hereby authorizes the Mayor to execute the JPA with the FDOT
SECTION 3. FUTURE IMPLEMENTING ACTIONS.

The City Manager is hereby granted authority to take any and all administrative actions that may be necessary and appropriate to implement the actions taken in this Resolution to include, but not be limited to, directing the City Clerk, as her employee, to attest to and approve such documents as may be presented to her by the City Manager as executed by the Mayor.

SECTION 4. SAVINGS PROVISION.

All prior actions of the City of Mount Dora pertaining to the agreements with the FDOT, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. CONFLICTS.

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. SEVERABILITY.

If any section or portions of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 7. EFFECTIVE DATE.

This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 15th day of November, 2016.

ATTEST: CITY OF MOUNT DORA

Gwen Johns, City Clerk

Nick Girone, Mayor

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

Lonnie Groot, City Attorney
JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF MOUNT DORA

This Agreement, made and entered into this _____ day of _______________, 2016, by
and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
(hereinafter referred to as the DEPARTMENT) and the CITY OF MOUNT DORA, a Florida
Municipal Corporation (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

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

WHEREAS, the LOCAL GOVERNMENT by Resolution No. ________________, dated
the ___ day of_________________, 2016, a copy of which is attached hereto as Exhibit “F” and
made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work
Program, to undertake the Project described as the “State Road 46/US 441 from West of US 441
to East of Vista View Lane: Wekiva Parkway Section 3B Utility Relocation at Veranda
Apartments Frontage, in Fiscal Year 2016/2017, said Project being known as FM #238275-2-58-
01, hereinafter referred to as the “Project”; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is
contained in the adopted Five Year Work Program; and

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

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

1. **TERM**
   A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete construction of the Project by February 1, 2017, in accordance with the schedule described and contained in Exhibit “C” attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties in perpetuity for maintenance responsibilities of the LOCAL GOVERNMENT.

2. **SERVICES AND PERFORMANCES**
   A. The LOCAL GOVERNMENT shall furnish the services to construct the Project which consists of: rerouting water, sewer and reclaim utility lines; installing new stormwater drain pipe, manholes and curb inlets; and evacuation and creation of an embankment, and otherwise the LOCAL GOVERNMENT shall perform all other necessary work to complete the Project, as specified in Exhibit “A”, Scope of Services attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

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

   C. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.
D. The LOCAL GOVERNMENT shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

E. The LOCAL GOVERNMENT understands that they are responsible for the preparation of all design plans for the Project, at the expense of the LOCAL GOVERNMENT, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. Two (2) copies of the design plans, engineers estimate, permits, drainage and/or structural calculations, geotech, specifications and any other documentation that would relate to design, shall be provided to the DEPARTMENT’S Point of Contact, at the address listed on Page 10. The DEPARTMENT shall review the plans for conformance to the DEPARTMENT’S requirements and feasibility within forty-five (45) days of delivery by the LOCAL GOVERNMENT. The DEPARTMENT’S review shall not be considered an adoption of the plans nor a substitution for the engineer’s responsibility for the plans. All changes requested by the DEPARTMENT shall be made by the LOCAL GOVERNMENT and final corrected plans shall be provided to the DEPARTMENT in a timely manner. The LOCAL GOVERNMENT shall provide a copy of the Final Bid documents to the DEPARTMENT. After approval of the plans and prior to commencing the work described herein, the LOCAL GOVERNMENT shall request a Notice to Proceed from the DEPARTMENT’S Point of Contact, address listed on Page 10, or from an appointed designee. **Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.**

F. The LOCAL GOVERNMENT shall hire a DEPARTMENT prequalified contractor using the LOCAL GOVERNMENT’S normal bid procedures to perform the construction work for the Project.

G. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (hereinafter “CCEI”) to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the 2016 Standard Specifications for Road and Bridge Construction, as amended from time to time. The LOCAL GOVERNMENT’S Attorney shall certify to the DEPARTMENT that selection has been accomplished in compliance with the Consultants’ Competitive Negotiation Act, Section 287.055, Florida Statutes. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance
testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

H. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT’S contractor to post a bond in accordance with Section 337.18(1), Florida Statutes.

I. The LOCAL GOVERNMENT shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable DEPARTMENT standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit “D”.

J. If the LOCAL GOVERNMENT utilizes its own work force for any services for the Project, all costs and expenses thereof shall not be subject to reimbursement.

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

L. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as Exhibit “E”. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

M. Upon completion of the Project, the LOCAL GOVERNMENT shall be responsible for the perpetual maintenance of the water main, the sanitary sewer, and reclaim water lines constructed under this Agreement; while the DEPARTMENT shall be responsible for the perpetual maintenance of the storm drain pipe, the storm inlets, the storm system manholes and the embankment within the DEPARTMENT Right of Way.
3. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is $292,688.00 (Two Hundred Ninety Two Thousand Six Hundred Eighty Eight Dollars and No/100). The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit A – Scope of Services. This amount is based on the Method of Compensation, Exhibit “B” attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT in an amount not to exceed $292,688.00 (Two Hundred Ninety Two Thousand Six Hundred Eighty Eight Dollars and No/100) for the actual project costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT’s participation.

C. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 238275-2-58-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit A – Scope of Services.

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

E. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” – Scope of Services was met.

F. There shall be no reimbursement for travel expenses under this Agreement.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made
within a timeframe to be specified by the DEPARTMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds may be forfeited at the end of the Agreement term.

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

H. The LOCAL GOVERNMENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days, upon receipt of an invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

I. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount to the LOCAL GOVERNMENT. Interest penalties of less than one dollar ($1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

L. The contractor/consultant/vendor agrees to comply with S.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with S.20.055(5), Florida Statutes.

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

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

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

O. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

4. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

5. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a)
immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the
deficiency with a requirement that the deficiency be corrected within a specified time, otherwise
the Agreement will be terminated at the end of such time, or (c) taking whatever action is
deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other
than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall
notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date
of termination or specify the stage of work at which the Agreement is to be terminated.

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

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

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

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

   D. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION
STATEMENT: A person or affiliate who has been placed on the convicted vendor list following
a conviction for a public entity crime may not submit a bid on a contract to provide any goods or
services to a public entity, may not submit a bid on a contract with a public entity for the
construction or repair of a public building or public work, may not submit bids on leases of real
property to a public entity, may not be awarded or perform work as a contractor, supplier,
subcontractor, or consultant under a contract with any public entity, and may not transact
business with any public entity in excess of the threshold amount provided in Section 287.017,
for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted
vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not
submit a bid on a contract to provide any goods or services to a public entity, may not submit a
bid on a contract with a public entity for the construction or repair of a public building or public
work, may not submit bids on leases of real property to a public entity, may not be awarded or
perform work as a contractor, supplier, subcontractor, or consultant under a contract with any
public entity, and may not transact business with any public entity.

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

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

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

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

Points of Contact:

DEPARTMENT

Holly Lopenski
Program Coordinator
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
PH: 386-943-5520
Holly.Lopenski@dot.state.fl.us
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: Nick Girone
Title: Mayor

As approved by the Council on:

Attest:

______________________________
Lonnie Groot, City Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

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

As approved by the Council on:

Attest:

______________________________
Gwen Keough-Johns, MMC
City Clerk

Legal Review:

Legal Review:

______________________________
Financial Provisions Approval by
the Office of the Comptroller on:

Authorization Received from the Office of
the Comptroller as to Availability of Funds:
SCOPE OF SERVICES
Financial Management Number: 238275-2-58-01

Project Description and Limits of Construction:
The LOCAL GOVERNMENT shall cause to be installed utility relocation at Veranda Apartments Frontage to include rerouting water, sewer and reclaim utility lines including installing new stormwater drain pipe, manholes and curb inlets; excavation and creation of an embankment to match the ground contours of the future roadway design within the Right of Way of State Road 46/US 441 (Section 11130000: Milepost 0.77 to Milepost 0.90). The LOCAL GOVERNMENT will also be responsible for construction engineering and inspection.

The following items will be maintained by the LOCAL GOVERNMENT:
- Water main
- Sanitary Sewer
- Reclaimed water

The following items will be maintained by the DEPARTMENT:
- Storm drain pipe
- Storm inlets
- Storm system manholes
- Embankment within the FDOT Right of Way

Deliverables:
The LOCAL GOVERNMENT shall construct and complete the Project in accordance with the approved plans, and the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time.

Any proposed additional work to be performed by the LOCAL GOVERNMENT within the limits of this Project, and not reimbursable under this Agreement, shall be included in the LOCAL GOVERNMENT'S DEPARTMENT accepted plans and in Exhibit “A”, Scope of Services.

No work shall be undertaken on the Project until a written Notice to Proceed has been issued by the Department.
### OPINION OF PROBABLE CONSTRUCTION COST

**BASIS FOR ESTIMATE**
- **PRE-DESIGN STUDY, _____ PRELIMINARY DESIGN,**
- **X** JPA SUBMITTAL

#### VERANDA APARTMENT UTILITY RELOCATIONS

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**TOTAL** $292,687.71
Exhibit “B”

METHOD OF COMPENSATION
Financial Management Number: 238275-2-58-01

For satisfactory completion of all services detailed in Exhibit “A” (Scope of Work) of this Agreement, the DEPARTMENT will compensate the LOCAL GOVERNMENT an amount not to exceed **$292,688.00 (Two Hundred Ninety Two Thousand Six Hundred Eighty Eight 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”

ESTIMATED PROJECT PRODUCTION SCHEDULE
Financial Management Number: 238275-2-58-01

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<tr>
<td>Give NTP</td>
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<tr>
<td>Earliest Construction Start</td>
<td>December 1, 2016</td>
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<tr>
<td>Latest Construction Finish</td>
<td>February 1, 2017</td>
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<td>Construction Contract Closeout</td>
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<td>Final Invoice and Closeout Documentation to the Department</td>
<td>April 30, 2017</td>
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Exhibit “D”

TERMS & CONDITIONS OF CONSTRUCTION
Financial Management Number: 238275-2-58-01

1. The LOCAL GOVERNMENT is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the Project (as described more fully in Exhibit “A”). The Project shall be constructed in accordance with construction plans and specifications to be approved by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, 2016, and as amended from time to time) changes to the plans be required during construction of the Project, the LOCAL GOVERNMENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The LOCAL GOVERNMENT shall be responsible to maintain the area of the Project at all times during construction of the Project. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said Project shall be in favor of the DEPARTMENT. The LOCAL GOVERNMENT shall assure that the Engineer of Record performs all necessary post-design services that may be required.

2. The LOCAL GOVERNMENT shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The LOCAL GOVERNMENT shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT and the LOCAL GOVERNMENT shall assure that utility work schedules are obtained for the Project.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The LOCAL GOVERNMENT is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the LOCAL GOVERNMENT will comply with all terms and conditions of such permit in construction of the subject facilities.

4. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

5. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or LOCAL GOVERNMENT right-of-way nor the placing of facilities upon DEPARTMENT and/or
LOCAL GOVERNMENT land shall operate to create or vest any property right in the LOCAL GOVERNMENT except as otherwise provided in separate agreements.

6. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT’S representative to coordinate and manage the DEPARTMENT review of LOCAL GOVERNMENT activities pursuant to this Agreement. The LOCAL GOVERNMENT shall provide a current construction schedule to the DEPARTMENT’S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

7. The LOCAL GOVERNMENT shall utilize only a DEPARTMENT prequalified prime contractor for the Project.

8. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (CCEI) to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the 2016 Standard Specifications for Road and Bridge Construction, as amended from time to time. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

9. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT’S contractor to post a bond in accordance with Section 337.18, Florida Statutes.

10. The LOCAL GOVERNMENT shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the LOCAL GOVERNMENT shall immediately make any necessary changes and notify the DEPARTMENT and the Engineer of Record after the modifications.

11. The DEPARTMENT may request and shall be granted a conference with the LOCAL GOVERNMENT and at the LOCAL GOVERNMENT’S option, the LOCAL GOVERNMENT’S CEI firm, to discuss any part of the Project activities that the DEPARTMENT determines to be inconsistent with the approved design plans and specifications. The LOCAL GOVERNMENT will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

12. The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Project so that the safe and efficient movement of the traveling public is maintained. The LOCAL GOVERNMENT is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Project area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and
Highways, and the DEPARTMENT'S 2016 Standard Specifications for Road and Bridge construction and the DEPARTMENT'S 2016 Roadway and Traffic Design Standards, and as those sources may be amended from time to time. The LOCAL GOVERNMENT may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the Project.

13. Prior to the Project bidding, the LOCAL GOVERNMENT shall provide a project schedule that includes, at a minimum, the date the Project will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

14. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the LOCAL GOVERNMENT. Any additional right or privilege required to undertake and to complete construction of the Project shall be secured by the LOCAL GOVERNMENT.

15. Upon completion of the work in accord with the Plans, the LOCAL GOVERNMENT shall furnish a set of “as-built” plans prepared in accordance with the FDOT Construction Project Administration Manual, Chapter 5.12 (FDOT Procedure #700-000-000). The “as-built” plans shall be certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, 2016 edition as amended, or otherwise conform to or meet generally accepted professional practices. Additionally, the LOCAL GOVERNMENT shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents, then the Project shall be deemed accepted by and turned over to the DEPARTMENT.

16. In the event contaminated soil is encountered by the LOCAL GOVERNMENT or anyone within the DEPARTMENT right of way, the LOCAL GOVERNMENT shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the LOCAL GOVERNMENT of any required action related thereto.

17. It is acknowledged by the parties that construction plans and specifications are still being prepared by the LOCAL GOVERNMENT as of the date of this Agreement. Construction of the Project will not commence until the DEPARTMENT has approved the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by the DEPARTMENT’s Right of Way Manager.

18. If applicable, the LOCAL GOVERNMENT shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.
Exhibit “E”

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
And THE CITY OF MOUNT DORA

PROJECT DESCRIPTION: State Road 46/US 441 from West of US 441 to East of Vista View Lane: Wekiva Parkway Section 3B Utility Relocation at Veranda Apartments Frontage

FINANCIAL MANAGEMENT ID# 238275-2-58-01

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

By: ____________________________
Name: ____________________________
Title: ____________________________

ENGINEER’S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the LOCAL GOVERNMENT shall furnish the DEPARTMENT a set of “as-built” plans certified by the Engineer of Record/CEI.

By: ____________________________, P.E.

SEAL:
Name: ____________________________
Date: ____________________________
Exhibit “F”

RESOLUTION
Financial Management Number: 238275-2-58-01
DATE: November 15, 2016

TO: Mayor and City Council

FROM: Robin R. Hayes, City Manager

RE: Resolution No. 2016-51, Subordination of Easement Parcel 804.2 (Summerbrooke)

Introduction:
This is a request for City Council to approve and authorize the execution of Subordination of Parcel 804.2 to the Florida Department of Transportation (FDOT).

Discussion:
The FDOT is moving ahead with the final design and right of way acquisition for the Wekiva Parkway to be completed by February 2017. At the June 21, 2016 City Council meeting, the City Council approved the subordination requests for easements for Parcels 108, 113, 114, 800, 116, 117, 101, 103, 104, 105 and 109. At that time, this parcel was not included in that requests from the FDOT. This parcel is now needed due to the FDOT negotiations with the Summerbooke Homeowners Association (HOA) on their existing retention pond. Since FDOT has agreed to modify the retention pond area in along SR 46, the FDOT needs the City to subordinate the easement for Parcel 804.2. The City does not have any utilities in this easement or future needs for the easement.

Budget Impact:
There are no budgetary impacts to the City of Mount Dora.

Strategic Impact:
The subordination of this easement has no strategic impact to the City of Mount Dora.

Recommendation:
It is recommended that the City Council adopt Resolution No. 2016-51.

Exhibits:
Subordination of City Utility Interests
Resolution 2016-51

Attachments:
Utility Agreement 804.2 (Docs 1 - 4)

Prepared By: John A. Peters, III, PE, Public Works & Utilities Director
Reviewed By: Lonnie Groot, City Attorney
RESOLUTION NO. 2016-51

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING THE SUBORDINATION OF UTILITY EASEMENTS IDENTIFIED AS PARCEL NO. 804.2, SECTION 11130, F. P. NO. 238275-2, STATE ROAD NO. 46 IN LAKE COUNTY BETWEEN THE CITY OF MOUNT DORA, FLORIDA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA; AUTHORIZATION FOR THE MAYOR TO EXECUTE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY FOR THE CITY MANAGER IN IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 46, Section N. 11130, F.P. No. 238275-2, in Lake County, Florida; and

WHEREAS, it is necessary that certain easement rights now owned by the City of Mount Dora, Florida, be subordinated to the rights of the State of Florida Department of Transportation; and

WHEREAS, said subordination is in the best interest of the City; and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, and said request having been duly considered (See Exhibit #1 and documents attached thereto)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT.

a) The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution.

b) The City Council of the City of Mount Dora finds that the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for the public welfare.

SECTION 2. APPROVAL OF AGREEMENTS.

The City Council of the City of Mount Dora authorizes the Mayor to execute a subordination of utility interest, or interests, for Parcel No. 804.2, Section 11130, F. P. No. 238275-2, State Road No. 46 in Lake County in favor of the State of Florida Department of Transportation, in DeLand, Florida on behalf of the City Council.

SECTION 3. FUTURE IMPLEMENTING ACTIONS.
a) The City Manager is hereby granted authority to take any and all necessary administrative actions that may be necessary, appropriate and to implement the actions taken in this Resolution to include, but not be limited to, directing the City Clerk, as her employee, to attest to and approve such documents as may be presented to her by the City Manager as executed by the Mayor, and

a) The City Manager is further directed to forward forthwith a certified copy of this Resolution to the State of Florida Department of Transportation at 719 South Woodland Boulevard, DeLand, Florida 32720-6834.

SECTION 4. CONFLICTS.
All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. SEVERABILITY.
If any section or portions of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 6. EFFECTIVE DATE.
This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 15th day of November, 2016.

ATTEST:  

CITY OF MOUNT DORA

Gwen Johns, City Clerk
City of Mount Dora

Nick Girone, Mayor
City of Mount Dora

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

Lonnie N. Groot, City Attorney
EXHIBIT #1

23-UTL04-10/11
September 6, 2016
This instrument prepared by
LORETTA A. WILLMITCH
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 804.2
SECTION 11130
F.P. NO. 238275-2
STATE ROAD 46
COUNTY LAKE

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this ____ day of ________, _______, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and City of Mount Dora, a municipality of the State of Florida, hereinafter called City.

WITNESSETH:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 804
SECTION 11130
F.P. No. 238275-2

That part of:

"TRACTS A, B, C, D, E, F, G, AND H, SUMMERBROOKE PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 58, PAGES 1 THROUGH 10, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS SUPPLEMENTED BY SURVEYOR'S AFFIDAVIT RECORDED IN OFFICIAL RECORDS BOOK 03437, PAGE 1449, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA."

(Being the lands described in Official Records Book 3715, Page 1486 of the Public Records of Lake County, Florida.)

PERPETUAL RIGHT OF WAY EASEMENT

Described as follows:

COMMENCE at a 3 1/2" x 3" Concrete Monument with a drill hole in the center marking the Northeast Corner of the Northeast Quarter of Section 33, Township 19 South, Range 27 East, Lake County, Florida, as shown on Florida Department of Transportation Right of Way Map, Section 11130, F.P. No 238275-2; thence South 00°07'22" East along the West line of said Northeast Quarter, 365.75 feet to a point on a curve at Station 62+57.76 on the Centerline of Survey of State Road 46, as shown on said Right of Way Map, said curve being concave.
PARCEL NO. 804.2
SECTION 11130
F.P. NO. 238275-2
PAGE 2

Southerly and having a radius of 2865.09 feet, a central angle of 06°12'01", a chord bearing of North 64°12'22" East and a chord distance of 309.89 feet; thence departing said West line of the Northeast Quarter and from a tangent bearing of North 61°06'22" East, run Northeasterly along said Centerline and the arc of said curve, 310.04 feet to Station 65+67.80 at an intersection with a Southerly projection of the West line of Tract "J" of Summerbrooke Phase 1, per map recorded in Plat Book 58, Page 1 of said Public Records; thence departing said Centerline and said curve, North 27°01'45" West along said West line of Tract "D", 43.91 feet to a point on a curve, concave Southerly and having a radius of 2931.46 feet; thence departing said West line of Tract "D" and from a tangent bearing of North 68°27'00" East, run Easterly along the arc of said curve through a central angle of 16°12'17" a distance of 834.74 feet to the end of said curve; thence run South 23°00'36" East and radial to said curve 20.00 feet to the POINT OF BEGINNING.

CONTAINING 16638 square feet, more or less.

This legal description prepared under the direction of:
Scott V. Miller, P.L.S.
Florida Professional Land Surveyor No. 4370
Florida Department of Transportation
District Five Office
719 S. Woodland Blvd.
DeLand, Florida, 32720
August 26, 2016

RECORDED

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PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the
F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The City agrees to repair any damage caused by the City to F.D.O.T. facilities and to indemnify to the extent permitted under Florida law the F.D.O.T. against any loss or damage resulting from the City exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:____________________________
    Frank J. O'Dea, P.E.
    District Director of Transportation Development for District Five
    719 S. Woodland Blvd.
    DeLand, Florida 32720

Legal Review

By:____________________________
    Office of the General Counsel

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ______ day of ______, 20__, by Frank J. O'Dea, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced ______________________ as identification.

PRINT/TYP NAME:____________________________
Notary Public in and for the County and State last aforesaid.
My Commission Expires:_________________________
Serial No., if any:____________________________
IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

CITY OF MOUNT DORA, FLORIDA,
By Its Board of City Commissioners

By: ____________________________
   Its Chairperson
   (or Vice-Chairperson)

ATTEST: _________________________
   Clerk (or Deputy Clerk)

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of __________, _____, by ___________________________, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced ___________________________ as identification.

PRINT/TYPED NAME: ____________________________
   Notary Public in and for the County and State last aforesaid.
   My Commission Expires: ____________________________
   Serial No., if any: ____________________________
This instrument was prepared by and should be returned to:

Gary M. Kaleita, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Bola Drive
Orlando, FL 32801
Phone: 407-843-4600

UTILITY AGREEMENT

THIS AGREEMENT is entered into as of the 22nd day of September, 2006 between THE CITY OF MOUNT DORA, FLORIDA, a Florida municipal corporation, whose address is 510 North Baker Street, Mount Dora, Florida 32757 (the "Utility", or the "City"), and PARK SQUARE ENTERPRISES, INC., a Florida corporation, and/or its successors or assigns, whose address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811 (the "Developer").

The terms and conditions of this Agreement shall run with the real property as such is described in Exhibit "A".

BACKGROUND

Developer is the current record owner of that certain real property more particularly described on Exhibit "A" attached hereto (collectively, the "Property"). In order to develop the Property, Developer will be required to construct on-site and off-site water lines, wastewater lines, reuse water lines and related on-site and off-site facilities of sufficient capacity to serve the development planned for the Property (the "Project"). The Utility wishes to have the Developer construct lines and related facilities of a greater capacity than would otherwise be required so that the Utility can serve other developments. The Developer is willing to construct the greater capacity lines and related facilities upon its acquisition of the Property so long as Utility pays the difference in cost of materials therefor.

This Agreement shall not be personal to the Developer, but shall run with the Property until terminated as herein provided.

PRIOR AGREEMENTS

This Agreement represents the full and complete agreement and understanding between the parties regarding the cost sharing for the construction of the aforementioned lines and related facilities. All prior written or oral agreements regarding the cost sharing for the construction of the aforementioned lines and related facilities between the parties, or their predecessors in interest, are hereby declared to be null and void.
In consideration of the foregoing and of the parties' respective rights and obligations set forth herein, the Developer and the Utility agree as follows:


   A. Developer's Obligations. Developer shall bear the cost of (except as hereinafter provided) and construct the aforementioned transmission/distribution systems of sufficient size to furnish water, wastewater, and reuse water service to the Property in the quantities necessary to serve the Project at buildout prior to receiving any certificates of occupancy for any portion of the Property, which the parties hereby agree includes line sizes of eight inches for water, six inches for wastewater, and eight, ten, and twelve inches for those respective reuse water lines shown in that certain table attached hereto in Exhibit "B." At Utility's request, Developer has agreed to oversize the lines to the sizes specified on Exhibit "B" on the terms and subject to the conditions contained in this Agreement. Developer shall be reimbursed for the cost of the excess capacity within thirty (30) days after delivery by Developer to Utility of documentary evidence of clearance of such lines by the Florida Department of Environmental Protection and upon acceptance of the system by Utility in accordance with Subsections 2 and 3 of Section 5.3.5 of the Land Development Code of the City of Mount Dora. Such reimbursement shall be limited to the cost of the oversizing as specified on Exhibit "B" attached hereto. The cost of oversizing specified on Exhibit "B" is calculated, as the difference between the cost of materials for line sizes set forth above and the cost of materials for the size lines being installed at Utility's request. In order to be eligible to be reimbursed hereunder, Developer must construct the transmission/distribution systems in accordance with construction plans therefor which have received approval from Utility prior to commencement of construction, subject to such changes as are approved and/or directed by the Utility, which approval shall not be unreasonably withheld, delayed or conditioned.

   B. Utility's Obligations. Utility shall bear the cost of and construct the off-site wastewater line and related off-site facilities within U.S. Highway 441 which are specified on Exhibit "C" attached hereto, in the capacities specified on Exhibit "C," such that the same shall be completed and available for use by the Project on or before the date by which the Utility's failure to do so would interfere with the availability of sanitary sewer service to the Project at a reasonable acceptable level of service based on the sewer capacity required to serve the Project from time to time as it is developed. In consideration of Utility's agreement to construct such off-site wastewater line and related off-site facilities within U.S. Highway 441, Developer has this date paid to Utility a fixed contribution in the sum of FORTY-NINE THOUSAND EIGHT HUNDRED EIGHTY AND NO/00 DOLLARS ($49,880.00), receipt and sufficiency of which are hereby acknowledged by Utility.

2. Waiver. No waiver or any provision hereof shall be effective unless executed in writing by the party alleged to have made the waiver. No waiver of a provision hereof shall constitute a continuing waiver unless designated as such. A party's forbearance to enforce any available rights or to exercise any available remedy, or to insist upon strict compliance herewith, shall not be deemed a waiver or forfeiture of such rights, remedies or strict compliance. Such forbearance shall not estop that party from exercising all available rights and remedies, or from requiring strict compliance in the future.
3. Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, that provision shall be deleted from this Agreement without affecting in any respect whatsoever the validity of the remainder of this Agreement.

4. Cumulative Remedies. In the event of any party's breach of this Agreement, the other parties shall be entitled to exercise any remedies available in equity or at law, including but not limited to the remedies of specific performance, injunctive relief and monetary damages. Remedies provided to the parties by this Agreement, by law and by any instrument or document executed pursuant to this Agreement, are cumulative. No remedy shall be exclusive of any other remedies allowed to the parties by this Agreement, in equity, by law and by any instrument or document executed pursuant hereto, or by any other source. A party's exercise of any particular remedy shall not preclude that party from exercising one or more additional or alternative remedies.

5. Assignability. Developer may assign this Agreement or any of Developer's rights hereunder to subsequent transferees of the Property or portions thereof.

6. Attorney's Fees. If it becomes necessary for either party to take action, including legal action, to enforce this Agreement, then the nonprevailing party in such action shall pay the reasonable costs and attorney's fees, including reasonable costs and attorney's fees of appellate proceedings, incurred by the prevailing party in such action.

7. Persons Bound. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors-in-interest or assigns.

8. Captions. The captions to the provisions of this Agreement are for convenience and reference only, and are not intended to limit, explain, augment, or otherwise affect the substance or scope of the provisions, nor to imply the parties' intent.

9. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in Lake County, Florida.

10. Construction. Whenever the context permits or requires, the use of the singular in this Agreement shall include the plural, and the plural shall include the singular. Any reference herein to one gender shall likewise apply to the other gender and the neuter; and any reference herein to the neuter shall refer likewise to one or both genders. Any reference herein to a person shall include trusts, partnerships, corporations, and any other entity as appropriate.

11. Force Majeure. If the performance required of either party under this Agreement is, without fault of that party, delayed by act of God, civil commotion, federal, state or judicial actions, strikes, lock-outs, labor disputes, the conduct of any person not a party hereto, or any other cause without fault to and beyond the control of the obligated party (financial inability excepted), then that party shall be excused from such performance for the period of the occurrence causing the delay, but shall promptly remedy any such condition.

12. Effective Date. The effective date of this Agreement shall be the last date of execution of the signatures required hereunder.
13. Amendments. Any amendment to this Agreement is not effective unless the amendment is in writing and signed by both parties.

14. Term. This Agreement shall be for a period of 30 years, except as hereinafter provided. The term of this Agreement may be extended pursuant to Paragraph 13 of this Agreement and by mutual consent of the Utility and Developer. At such time as the purposes of this Agreement and the obligations of the parties hereunder have been fulfilled, any party may request that this Agreement be terminated in writing, whereupon the parties shall do so and either party may record such written termination among the Public Records of Lake County, Florida, in order to evidence same.

15. Notices. Any notices hereunder shall be deemed effective (i) three (3) days after mailing if delivered via U.S. mail, return receipt requested, or (ii) upon delivery if delivered personally by hand-delivery, courier or recognized delivery service, or (iii) at time of transmission if delivered by fax, with receipt acknowledged electronically at time of transmission, and addressed to the parties as follows:

To Utility: City of Mount Dora
Public Services
1250 N. Highland Street
Mount Dora, FL 32757
Phone: (352) 735-7151
Fax: (352) 735-1539
Attn: Paul Lahr

With copy to: City of Mount Dora
Legal Department
1250 N. Highland Street
Mount Dora, FL 32757
Phone: (352) 735-7175
Fax: (352) 383-4801
Attn: Gary Cooney, Esquire

To Developer: Park Square Enterprises, Inc.
5200 Vineland Road, Suite 200
Orlando, FL 32811
Phone: (407) 529-5900
Fax: (407) 529-3106
Attn: Jeff Porter

With copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Bola Drive
Orlando, FL 32801
Phone: (407) 843-4600
Fax: (407) 843-4444
Attn: Gary M. Kaleita, Esq.
16. **Estoppel Certificates.** In the event that any party or its successors or assigns shall desire to inquire as to the status of another party's performance of, payment of or compliance with any obligations imposed in this Agreement, the inquiring party shall be entitled to receive from the other party within fifteen (15) days following written request, an estoppel certificate which states whether any party hereto is in default of its obligations hereunder and whether, when, and to what extent any monies may be due from one party to another hereunder.

17. **Subordination of Mortgage.** If and to the extent that any mortgage encumbers the Property or any portion thereof, the owner has obtained and attached hereto as Exhibit “D” a Subordination of Mortgage to this Agreement from the mortgagee.

City of Mount Dora

Attest: ____________________________
As: City Clerk
Date: 2/16/06, 2006

By: ________________________________
Jan B. Yatsuk
As Mayor
Date: 9/21/06, 2006

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 21st day of September, 2006, by JAMES E. YATSUK, as Mayor of the CITY OF MOUNT DORA, a Florida municipal corporation, on behalf of the corporation. He is personally known to me or has produced ___________ as identification.

(NOTARY SEAL)

Gwendolen E. Kough
Notary Public, State of Florida
Print: Gwendolen E. Kough
My Commission Expires: 3/31/2008
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22nd day of September, 2006, by SURESH K. GUPTA, as President of PARK SQUARE ENTERPRISES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced as identification.

(SIGNATURE)

Notary Public, State of Florida
Print: Shawn Jackson
My Commission Expires: June 07, 2009
EXHIBIT "A-1"

DESCRIPTION OF PROPERTY
OWNED BY PARK SQUARE ENTERPRISES, INC.

Parcel 1:

A parcel of land lying in Sections 28 and 33, Township 19 South, Range 27 East, Lake County, Florida.

Being more particularly described as follows:

BEGIN at the Northwest corner of the Northeast ¼ of aforesaid Section 33; thence run North 89°50'39" West along the South line of the Southeast ¼ of the Southwest ¼ of aforesaid Section 28 for a distance of 1319.11 feet to the Southwest corner of said Southeast ¼ of the Southwest ¼; thence departing said South line run North 01°02'29" West along the West line of said Southeast ¼ of the Southwest ¼ of for a distance of 1333.81 feet to the Northwest corner of said Southeast ¼ of the Southwest ¼; thence departing said West line run South 89°48'41" East along the North line of said Southeast ¼ of the Southwest ¼ for a distance of 1328.61 feet to the Northeast corner of said Southeast ¼ of the Southwest ¼; thence departing said North line run North 00°38'01" West along said East line for a distance of 1001.29 feet; thence departing said centerline run North 89°21'24" East for a distance of 1330.30 feet to a point on the West line of the Northeast ¼ of the Northeast ¼ of said Section 28; thence run South 00°38'02" East along said West line for a distance of 353.96 feet to a point on the North line of the Southwest ¼ of the Northeast ¼ of said Southeast ¼ of said Section 28; thence departing said West line run South 89°37'05" East along said North line for a distance of 656.18 feet to the Northeast corner of the Southwest ¼ of the Northeast ¼ of aforesaid Southeast ¼ of Section 28; thence departing said North line run South 00°38'02" East along the East line of said Southwest ¼ for a distance of 665.09 feet to the Southeast corner of said Southwest ¼ of the Northeast ¼ of said Southeast ¼ of said Section 28; thence departing said East line run North 89°37'05" West along the South line of said Southwest ¼ of the Northeast ¼ of said Southeast ¼ of said Section 28 for a distance of 400.00 feet; thence departing said South line run South 00°21'26" East for a distance of 1301.68 feet to a point on a line parallel with and 53.00 feet North of the South line of the Southeast ¼ of the Southeast ¼ of Section 28, also being a point on the Northerly right-of-way line of State Road 46; thence run North 89°30'59" West for a distance of 179.15 feet to a point of curvature of a curve concave Southeasterly and having a radius of 2894.77 feet; thence continuing along said Northerly right-of-way line run Southwesterly along said curve through a central angle of 28°50'14" for an arc distance of 1456.95 feet to a point on the West line of the Northeast ¼ of aforesaid Section 33; thence departing said Northerly right-of-way line run North 00°34'01" West for a distance of 329.00 feet to aforesaid POINT OF BEGINNING.

Contains 132.517 acres more or less.
Parcel 2:
A parcel of land lying in Section 28, Township 19 South, Range 27 East, Lake County, Florida.

Being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of aforesaid Section 33; thence run North 89°50'39" West along the South line of the Southeast 1/4 of the Southwest 1/4 of aforesaid Section 28 for a distance of 1319.11 feet to the Southwest corner of said Southeast 1/4 of the Southwest 1/4; thence departing said South line run North 01°02'29" West along the West line of said Southeast 1/4 of the Southwest 1/4 of for a distance of 664.95 feet to a point on the South line of the North 100.00 feet of the South 776.20 feet of the Southwest 1/4 of the Southwest 1/4 of said Section 28 to the POINT OF BEGINNING; thence run North 89°33'14" West along said South line for a distance of 990.21 feet to a point on the Easterly right-of-way line of State Road 500; thence departing said South line run North 01°42'05" West along said Easterly right-of-way line for a distance of 110.08 feet; thence departing said Easterly right-of-way line run South 89°33'14" East along the North line of said South 776.20 feet of the Southwest 1/4 of the Southwest 1/4 of said Section 28 for a distance of 991.48 feet to a point on aforesaid West line of said Southeast 1/4 of the Southwest 1/4 of Section 28; thence departing said North line run South 01°02'29" East along said West line for a distance of 110.04 feet to aforesaid POINT OF BEGINNING.

Contains 2.5 acres more or less.

Parcel 3:
A parcel of land lying within a portion of Section 28, Township 19 South, Range 27 East, Lake County, Florida. Being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of said Section 28; thence run South 00°32'54" East along the East line of the West 1/2 of the Northeast 1/4 for a distance of 30.00 feet to a point along the Southerly right-of-way line of Wolf Branch Road and the POINT OF BEGINNING; thence continue South 00°32'54" East along said East line of the West 1/2 of the Northeast 1/4 for a distance of 2634.89 feet to the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 28; thence departing said East line of the West 1/2 of the Northeast 1/4 run South 00°31'33" East along the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 28 for a distance of 309.03 feet to the North line of Parcel 1 as described in Official Records Book 2692, Page 1108 of the Public Records of Lake County, Florida; thence departing said East line of the Northwest 1/4 of the Southwest 1/4 run South 89°21'24" West along said North line of Parcel 1 for a distance of 1022.48 feet to a point along the West line of the East 1/2 of the said Section 28; thence departing said North line of Parcel 1 run North 09°38'36" West along said West line of the East 1/2 for a distance of 2471.65 feet to a point along a line parallel to and 524.00 feet South of the North line of the Northwest 1/4 of said Section 28; thence departing said West line of the East 1/2 run South 89°42'10" East along said line parallel to and 524.00 feet South of the North line of the Northwest 1/4 of the Northeast 1/4 for a distance of 320.04 feet to a point along a line parallel and 320.00 feet East of the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 28; thence departing said line parallel to and 524.00 feet South of the North line of the Northwest.
1/4 of the Northeast 1/4 run North 06°38'36" West along said line parallel and 320.00 feet East of the West line of the Northwest 1/4 of the Northeast 1/4 for a distance of 504.07 feet to a point along the aforesaid Southerly right of way line of Wolf Branch Road; thence departing said line parallel and 320.00 feet East of the West line of the Northwest 1/4 of the Northeast 1/4 run the following three (3) courses and distances along said Southerly right of way line: run South 89°42'10" East for a distance of 38.47 feet; thence run South 08°17'50" West for a distance of 10.00 feet; thence run South 89°42'10" East for a distance of 969.31 feet to the aforesaid POINT OF BEGINNING.

Said parcel contains 86.262 acres, more or less.
EXHIBIT "B"

DESCRIPTION OF WATER, WASTEWATER AND RE-USE WATER LINES TO BE INSTALLED BY DEVELOPER
## EXHIBIT B
SUMMERBROOKE POTABLE UPSIZING
(Based on Two Point Connection)
(Revised 3/3/06)

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<th>City Uplsize Diameter</th>
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## SUMMERBROOKE RECLAIM UPSIZING
(Based on Two Point Connection)

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<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2155</td>
<td>$23,187.74</td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
<td>9,596.40</td>
<td>12.0&quot;</td>
<td>$61.81</td>
<td>$14.54</td>
<td>88</td>
<td>$1,379.32</td>
</tr>
</tbody>
</table>

**SUMMERBROOKE FORCE MAIN UPZIZING**  
(Based on Revised Force Main Route)

<table>
<thead>
<tr>
<th>Location</th>
<th>Min. Diameter</th>
<th>Cost/LF</th>
<th>City</th>
<th>Diam. Change</th>
<th>Cost/2,000LF</th>
<th>Difference/LF</th>
<th>Length</th>
<th>Cost Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>US 441 to L.S.</td>
<td>8&quot;</td>
<td>$25.83</td>
<td>16.0&quot;</td>
<td>$152.35</td>
<td>$230.52</td>
<td>$78.20</td>
<td>2918</td>
<td>$166,565.36</td>
</tr>
<tr>
<td>S.E. 40 to L.S.</td>
<td>N/A</td>
<td>$0.00</td>
<td>16.0&quot;</td>
<td>$152.35</td>
<td>$230.52</td>
<td>$78.20</td>
<td>1180</td>
<td>$75,573.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4098</td>
<td>$242,138.36</td>
</tr>
</tbody>
</table>

Note: Cost/LF is based on the cost of a typical 500 LF segment of pipe, which includes 4 bends, 6 restraints and 1 gate valve, then averaged to generate a per foot cost.

The total amount of reimbursement is $337,791.26
Exhibit C

Description of Off-Site Wastewater Line/Facilities within U.S. Highway 441 to be installed by Utility

<table>
<thead>
<tr>
<th>Location</th>
<th>Diameter Required</th>
<th>Cost / LF</th>
<th>Length (ft)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parallel to US 441 ending at SR 49</td>
<td>18</td>
<td>62.35</td>
<td>820</td>
<td>$49,880.00</td>
</tr>
</tbody>
</table>

City Council Agenda packet - November 15, 2016
EXHIBIT "D"

SUBORDINATION OF MORTGAGE TO UTILITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, BANK OF AMERICA, N.A., a national banking association, ("Mortgagee"), is the owner and holder of those certain Mortgages executed by PARK SQUARE ENTERPRISES, INC., a Florida corporation ("Mortgagor"), to and in favor of Mortgages described in and consolidated and restated by that certain Receipt for Future Advance and Mortgage Modification, Spreader, Consolidation and Restate Agreement dated August 6, 1998 and recorded August 11, 1998 in Official Records Book 1634, Page 1159; as modified by that certain Receipt for Future Advance and Mortgage Modification Agreement dated May 1, 2000 and recorded May 12, 2000 in Official Records Book 1821, Page 924; as further modified by that certain Receipt for Future Advance and Mortgage Modification Agreement dated October 1, 2001 and recorded December 27, 2001 in Official Records Book 2047, Page 176; as further modified by that Receipt for Future Advance and Mortgage Modification Agreement dated January 22, 2002 and recorded March 26, 2002 in Official Records Book 2089, Page 826; as further modified by that Receipt for Future Advance and Mortgage Modification agreement dated February 1, 2004 and recorded February 12, 2004 in Official Records Book 2505, Page 842; as further modified by that Receipt for Future Advance and Mortgage Modification Agreement dated March 5, 2004 and recorded March 16, 2004 in Official Records Book 2505, Page 1322; as further modified by that Receipt for Future Advance and Mortgage Modification Agreement dated May 24, 2004 and recorded June 1, 2004 in Official Records Book 2525, Page 1913, all in the Public Records of Lake County, Florida, and by various other Mortgage Spreader Agreements and Mortgage Modification Agreements recorded in the public records (said mortgages, as so spread, modified, consolidated and restated, being hereinafter collectively referred to as the "Mortgage"); and

WHEREAS, the Mortgage encumbers a portion of the Property described in the within and foregoing Utility Agreement executed by Mortgagor, Donald Stephens and the City of Mount Dora, to which this Subordination is attached and of which it forms a part; and

WHEREAS, the parties to the Utility Agreement have requested Mortgagee to join in and consent to the Utility Agreement for the purpose of subordinating the lien and encumbrance of the Mortgage to the Utility Agreement;

NOW THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee hereby consents to the Utility Agreement, subordinates the lien and encumbrance of the Mortgage to the Utility Agreement, and agrees that the Utility Agreement shall survive any foreclosure of the Mortgage.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, Mortgagee has caused these presents to be executed in manner and form sufficient to bind it as of the date of the Utility Agreement.

Signed, sealed and delivered
In the presence of:

Catherine Campbell

By: Catherine Campbell
Title: Senior Vice President
Address: 250 Park Avenue South, Suite 400
Winter Park, Florida 32789
Attention: Home Builder Division

BANK OF AMERICA, N.A., a national banking association

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was, acknowledged before me this 31st day of
September 2006 by Angelino Modolo, as VP of BANK OF
AMERICA, N.A., a national banking association, on behalf of the Mortgagee. He/she is
personally known to me or has produced as identification and did
not take an oath.

(NOTARY SEAL)

Commission No.: 2006154207
My Commission Expires: 2007-09-18

Book3282/Page450 CFN#2006154207 Page 15 of 15
KNOW ALL MEN BY THESE PRESENTS:

That Park Square Enterprises, Inc., a Corporation, organized and existing under and by virtue of the laws of the State of Florida, having its principal place of business in the City of Orlando, and County of Orange in the State of Florida, party of the first part, for
and in consideration of the sum of Ten Dollars ($10.00), and for other good and valuable considerations paid by the CITY OF MOUNT DORA, party of the second part, the sufficiency and receipt of which is hereby acknowledged by it, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the CITY OF MOUNT DORA, the roadsides, storm drains, potable water mains, reclaimed water mains, sanitary sewer gravity mains, sanitary sewer lift stations, and sanitary sewer force mains, and assigns all those certain goods and chattels, described as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>See Exhibit 'A'</td>
</tr>
<tr>
<td>2)</td>
<td></td>
</tr>
</tbody>
</table>

CITY OF MOUNT DORA shall have all rights and title to the goods in itself and its assigns forever.

And the party of the first part, for itself and its successors, hereby covenants to and with the CITY OF MOUNT DORA, that it is the lawful owner of the said goods and chattels; that they are free from all liens and encumbrances; that it has good right to sell the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed by its officer, hereunto duly authorized, this 20th day of November, 2007.

PARK SQUARE ENTERPRISES, INC.

By:

Suresh Gupta, President

Signed, sealed and delivered in the presence of:

Witnesses:

Margaret A. Acree

Print Name: Margaret A. Acree

State of Florida

County of Orange

The foregoing instrument was acknowledged before me this 20th day of November, 2007, by Suresh Gupta, as President of PARK SQUARE ENTERPRISES, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced

Type of Identification), as Identification.

MARGARET A. ACREE

Notary Public State of Florida

Print: Margaret A. Acree

My Commission Expires: June 19, 2016

City Council Agenda packet - November 15, 2016
Project: Summerbrooke Phase 1

EXHIBIT "A"

The utility improvements listed in this Bill of Sale have been installed in utility easements, Tracts dedicated to the City of Mount Dora, and common areas to be owned by the Summerbrooke Master Homeowners Association, Inc. located within the subdivision known as Summerbrooke Phase 1, according to the Plat thereof as recorded in Plat Book 58, Pages 1 through 10, Public Records of Lake County, Florida (the "Property"), and utility easements and rights-of-way located outside the Property in order to facilitate the connections to the City of Mount Dora's potable water, reclaimed water and sanitary force main utility systems connecting at the intersection of U.S. Highway 441 and Natoma Boulevard and extending through and along the roadways with the Summerbrooke property to the intersection of State Road 46 and Sebastian Street. Roadways include Natoma Boulevard, Sebastian Street, Harling Lane, Cinnell Loop and Pico Lane, including intersection connection at U.S. Highway 441 and Natoma Boulevard and the intersection connection at State Road 46 and Sebastian Street.
USE AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of November, 2007, by and between SUMMERBROOKE MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 5200 Vineland Road, Suite 200, Orlando, Florida 32801 (hereinafter the "Association") and CITY OF MOUNT DORA, a Florida municipal corporation, whose address is 510 North Baker Street, Mount Dora, Florida 32757 (hereinafter the "City").

RECITALS

WHEREAS, a mixed residential project consisting of single-family and multi-family residences has been constructed on a parcel of real property more particularly described as follows (hereinafter "Summerbrooke"), to wit:

Lots 1 through 221, and Tracts A, B, C, D, E, F, G, and H, SUMMERBROOKE PHASE 1 according to the Plat thereof as recorded in Plat Book 58, Pages 1 through 10, Public Records of Lake County, Florida; and

WHEREAS, there may hereafter be incorporated into Summerbrooke other platted Lots and Tracts located in future phases thereof, as evidenced by the recording of one or more Plats for such future phases, accompanied by one or more Supplements to the Declaration of Covenants, Conditions and Restrictions of Summerbrooke recorded in Official Records Book 3346, Page 1377, as amended by Amendment to Declaration recorded in Official Records Book 3437, Page 1444, all in the Public Records of Lake County, Florida (Summerbrookes and all Lots and Tracts hereafter incorporated therein being hereinafter collectively referred to as the "Property"); and

WHEREAS, Association, whose members are or will be the owners of the Property, has been formed to assure the perpetual and continuous maintenance of certain common property and entrance way areas located on and adjacent to the Property; and

WHEREAS, PARK SQUARE ENTERPRISES, INC., as Developer of Summerbrooke, has installed and constructed certain improvements and the Association desires to repair and maintain those certain improvements consisting of concrete pavers, decorative walls, landscaping and irrigation and related improvements (hereinafter the "Improvements") in
the road, median, parkway, and/or drainage areas located within the rights-of-way adjacent to the Property and/or located within those areas which have been, or will be, dedicated to public use (hereinafter collectively referred to as the "Dedicated Areas"), said Dedicated Areas being within the boundaries or, or adjacent to, the Property; and

WHEREAS, City requires that Association undertake certain commitments and covenants to assure the perpetual and continuous maintenance of any such Improvements.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. RECITALS. The foregoing recitals are true and form a material part of this Agreement.

2. IMPROVEMENTS. The Improvements shall be established and maintained in such a manner as will not interfere with the use of the Dedicated Areas by the public nor create a safety hazard on such Dedicated Areas. If the City determines that the Improvements do present a safety hazard, then Association, at its sole expense, shall relocate the Improvements in such a manner so as to eliminate the hazard, to the satisfaction of the City.

3. REMOVAL/RELOCATION. If, in the opinion of the City, the Improvements interfere with any construction, reconstruction, alteration or improvements which the City desires to perform on, around, or under the Dedicated Areas, the Association, upon receipt of a written notice from the City, shall remove or relocate the Improvements as requested by the City within thirty (30) days of receipt of said notice. Any such relocation or removal of the Improvements shall be at the sole expense of the Association.

4. MAINTENANCE. The Association shall be responsible for the maintenance of the Improvements located in the Dedicated Areas. In the event the Association fails to perform any maintenance of the Improvements within thirty (30) days after its receipt of written notice requesting same from the City, at its option, the City may perform such maintenance as necessary and recover the costs of said maintenance from the Association. If the Association fails to reimburse such costs to the City within thirty (30) days following the receipt by the Association of written notice requesting same (accompanied by documentary evidence of the cost thereof), then the City shall be entitled to file a Claim of Lien therefor in the Public Records of Lake County, Florida, with lien rights thereunder commencing with the date of the filing of the Claim of Lien and not with the Effective Date of this Agreement. Such Claim of Lien shall secure the costs to be reimbursed to the City as well as reasonable attorneys fees and costs incurred to collect same, and may be foreclosed according to law.

4. INDEMNIFICATION. To the fullest extent permitted by law, Association shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including reasonable attorney's fees and costs, arising out of, or resulting from, the performance of their options under this Agreement. Association shall indemnify and hold harmless the County (and any governmental body or utility authority properly using the Dedicated Areas) from and against all expenses, costs or claims for any damages to the Improvements which may result from the use of the right-of-way by the City or other
governmental body or authority due to maintenance, construction, installation, or other proper use within the Dedicated Areas.

5. **INSURANCE.** Throughout the duration of this Agreement, including the initial period and any extensions thereto, Association shall obtain and possess Commercial General Liability coverage for all operations under this Agreement, including but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall not be less than $1,000,000 Combined Single Limit (CSL) or its equivalent. Prior to commencing operation under this Agreement, Association shall provide Certificates of Insurance to the City to verify coverage. The name of the development, subdivision or project in which the Improvements are to be installed and the type and amount of coverage provided, shall be clearly stated on the face of the Certificates of Insurance. The insurance coverage shall name City of Mount Dora as an additional insured, and shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage with providing thirty (30) days prior written notice to the City.

6. **RECORDING.** It is intended that this Agreement shall be recorded in the Public Records of Lake County, Florida.

7. **COVENANTS RUNNING WITH THE LAND.** It is intended that the provisions of this Agreement shall constitute covenants running with the land or an equitable servitude upon the land, as the case may be, applicable to all of the Property described herein or any portion thereof. It is further intended that this Agreement shall be binding on all parties having any right, title or interest in the Property described herein or any portion thereof, their heirs, personal representatives, successors and assigns. Association declares that the Property described in this Agreement and any portion thereof, shall be held, sold and conveyed subject to the provisions of this Agreement. This Agreement shall inure to the benefit of and be enforceable by the City, its respective legal representatives, successors and assigns.

8. **DURATION.** The provisions, restrictions and covenants of this Agreement shall run with and bind the land for a period of twenty-five (25) years from the date this Agreement is recorded in the Public Records of Lake County, Florida. Thereafter, this Agreement shall be automatically extended for successive periods of ten (10) years each, unless a written instrument agreeing to revoke said provisions, restrictions is approved by a majority of the City Council Members of the City of Mount Dora and either (1) the Association; or (2) by the then owners of not less than three-fourths (3/4) of the lots on the Property described herein. No such agreement revoke shall be effective until said written instrument has been signed, acknowledged and recorded in the Public Records of Lake County, Florida.

9. **AMENDMENT.** The provisions, restrictions and covenants of this Agreement shall not be modified or amended except in a written instrument approved by a majority of the City Council Members and either by (1) Association; or (2) by the owners of not less than three-fourths (3/4) of the lots on the Property described herein. No such modification or amendment shall be effective until said written instrument has been signed, acknowledged and recorded in the Public Records of Lake County, Florida.
10. **COMPLIANCE WITH APPLICABLE LAWS.** Association shall comply with all applicable state laws and county ordinances, as well as all applicable City ordinances.

11. **DISCLAIMER OF CITY RESPONSIBILITY.** Nothing contained herein shall create any obligation on the part of the City to maintain or participate in the maintenance of the Improvements.

12. **EFFECTIVE DATE.** This Agreement shall take effective upon being recorded in the Public Records of Lake County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to made and executed as of the date first above written.

WITNESSES:

SUMMERBROOKE MASTER HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: [Signature]

CHARLES F. CAVARETTA, President

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN TO AND SUBSCRIBED before me this 13, day of November, 2007, by CHARLES F. CAVARETTA, as President of SUMMERBROOKE MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of the corporation, who is personally known to me or produced as identification:

[Notary Seal]

[Notary Public; State of Florida]
Print: MARGARET R. ACRE
My Commission Expires: June 17, 2010

Book3551/Page1929 CFN#2007160254 Page 4 of 7
STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 21st day of November, 2007, by MELISSA DEMARCO, as Mayor of the CITY OF MOUNT DORA, a Florida municipal corporation, on behalf of the corporation. She is personally known to me or has produced as identification.

(Notary Seal)

Book3551/Page1930  CFN#2007160254  Page 5 of 7
SUBORDINATION OF MORTGAGE TO USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, BANK OF AMERICA, N.A., a national banking association, ("Mortgagee"), is the owner and holder of those certain Mortgages executed by PARK SQUARE ENTERPRISES, INC., a Florida corporation ("Mortgagor"), to and in favor of Mortgagor described in and consolidated and restated by that certain Receipt for Future Advance and Mortgage Modification, Spreader, Consolidation and Restatement Agreement dated August 6, 1998 and recorded August 11, 1998 in Official Records Book 1634, Page 1159; as modified by that certain Receipt for Future Advance and Mortgage Modification Agreement dated May 1, 2000 and recorded May 12, 2000 in Official Records Book 1821, Page 924; as further modified by that certain Receipt for Future Advance and Mortgage Modification Agreement dated October 1, 2001 and recorded December 27, 2001 in Official Records Book 2047, Page 176; as further modified by that Receipt for Future Advance and Mortgage Modification Agreement dated January 22, 2002 and recorded March 26, 2002 in Official Records Book 2083, Page 826; as further modified by that Receipt for Future Advance and Mortgage Modification agreement dated February 1, 2004 and recorded February 12, 2004 in Official Records Book 2505, Page 842; as further modified by that Receipt for Future Advance and Mortgage Modification Agreement dated March 5, 2004 and recorded March 16, 2004 in Official Records Book 2525, Page 1322; as further modified by that Receipt for Future Advance and Mortgage Modification Agreement dated May 24, 2004 and recorded June 1, 2004 in Official Records Book 2584, Page 1913, all in the Public Records of Lake County, Florida, and by various other Mortgage Spreader Agreements and Mortgage Modification Agreements recorded in the public records (said mortgages, as so spread, modified, consolidated and restated, being hereinafter collectively referred to as the "Mortgage"); and

WHEREAS, the Mortgage encumbers a portion of the Property described in the within and foregoing Use Agreement executed by Mortgagor, Donald Stephens and the City of Mount Dora, to which this Subordination is attached and of which it forms a part; and

WHEREAS, the parties to the Use Agreement have requested Mortgagee to join in and consent to the Use Agreement for the purpose of subordinating the lien and encumbrance of the Mortgage to the Use Agreement;

NOW THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee hereby consents to the Use Agreement, subordinates the lien and encumbrance of the Mortgage to the Use Agreement, and agrees that the Use Agreement shall survive any foreclosure of the Mortgage.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, Mortgagee has caused these presents to be executed in manner and form sufficient to bind it as of the date of the Use Agreement.

Signed, sealed and delivered in the presence of:

[Signatures and notary seal]

BANK OF AMERICA, N.A., a national banking association

By: [Signature]

Name: [Name]

Title: [Title]

Address: 250 Park Avenue South, Suite 400
Winter Park, Florida 32789
Attention: Home Builder Division

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20th day of November, 2007, by [Signature], as [Title] of BANK OF AMERICA, N.A., a national banking association, on behalf of the Mortgagee. He/she is personally known to me or has produced [Identification] as identification and did not take an oath.

[Notary Seal]

Notary Public; State of Florida
Print: [Print]
My Commission Expires: [Date]

[Notary Seal]
PERPETUAL UTILITY EASEMENT

THIS EASEMENT made this 25th day of July, 2012, by SUMMERBROOKE MASTER HOMEOWNERS ASSOCIATION, INC. (hereinafter "Grantor"), whose mailing address is 525 N. Irene Street, Suite 200, Orlando, Florida 32803, to the City of Mount Dora, a political subdivision of the State of Florida, whose address is 1250 North Highland Street, Mount Dora, FL 32757, its successors and assigns (hereinafter "Grantee"), WITNESSETH: That the Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors, assigns, licensees, a non-exclusive perpetual easement, as described and illustrated below, ("Easement"), which is on, over, under, upon, through and across the property situated in Lake County, Florida, more particularly described as:

See attached Legal Description and Sketch of Description attached as Exhibit "A" ("Easement Area")

for underground potable water, reclaimed water, and sanitary sewer line facilities, including but not limited to, the right to clear, excavate, construct, operate, inspect, maintain, repair, replace and/or remove said facilities, hereafter within said Easement Area, such Easement to include the right of ingress and egress over and across said Easement Area for the purposes of constructing, installing, and maintaining said facilities and other incidents which the Grantee may deem necessary or convenient in connection therewith.

The Grantor retains all other rights to the use of the area subject to the Easement granted hereby, which is not inconsistent with the use of the Easement Area by the Grantee for the purposes granted hereby. The Easement is subject to all matters of record, the retainers, rights of the Grantor and whatever other easements, rights, licenses, or grants that are contemporaneous herewith or subsequent hereto, may be granted, or otherwise created by the Grantor, provided that any subsequently created interest does not prevent Grantee from utilizing this Easement for its intended purpose, and Grantor consults in advance with Grantee before granting an easement to any other party over the easement herein.

Mortgagees, if any, holding prior liens on the property shall be required to release such liens, subordinate their positions or join in any conveyance, grant or dedication of the Easement or give to Grantee assurance, by way of a "subordination of mortgage agreement", that in the event of foreclosure, mortgagees would continue to recognize the ownership and easement rights of Grantee.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns forever and, except as provided herein, the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

CITY OF MOUNT DORA PUBLIC WORKS & UTILITIES DEPT
ATTN: ROBERTA J STEGEMERTEN
1250 NORTH HIGHLAND STREET
MOUNT DORA FL 32757
PARCEL NO. 20
PAGE 2

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 25 day of July, 2012, by [signature] of [name] as [Title], of [Address], as [Title].

I, being personally known to me or who produced [signature] as identification and who did (did not) take an oath.

JUDITH STARK
Print Name: JUDITH STARK
Notary Public
By Commission expires: 11/01/2012
EXHIBIT "A"

SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)

LEGAL DESCRIPTION:

A 20.00 foot side setback for the foundation, setbacks and
Yard of plotted distance as follows:

This part of the above described property:

That "C". EXHIBIT "A", according to the plat book of
Lot 8, Less 20 feet, East 60 feet, Less 10 feet, Public Records of

Long within the following described parcel:

The north 10.00 feet of the South 20.00 feet of the East 120.00 feet
of the Southeast 1/4 of Section 24, Township 19 South, Range 27 East,
One County, Florida.

NOTES:

1. THE ACREAGE striking of the under surveyed and not
under surveyed portions of the Surveyor's Field Book,

2. OBSERVATIONS on Surveying and Surveying of this District

3. THE VALUE of the property under described of

4. The Survey Book of all Surveys and Surveying as

5. LAND SURVEY DESIGNED certain for

6. The plat is intended to be surveyed at a date of

7. THe plat is surveyed to be plotted at a scale of

8. The plat is surveyed of the same distance as

CERTIFIED TO:

CITY OF MOHEGAN SUNRISE

Date

CERTIFIED TO:

CITY OF MOUNT RAINIER

Date
DATE: November 15, 2016

TO: Honorable Mayor and City Council

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2016-57, Equal Employment Opportunity Policy

Recommendation:

This is a request for the City Council to approve Resolution No. 2016-57 Equal Employment Opportunity Policy, revising a policy in which sexual orientation/gender identity and “genetics,” should be included as protected classifications.

Discussion:

On October 20, 2016, the City received notification from the Department of Economic Opportunity (DEO) regarding a recent site visit to review application documents for a CDBG grant. A review of the documents has revealed a need to restate the City’s current Equal Employment Opportunity Policy to include genetics as a protected class.

Presently, the current Policy Statement (see Attachment #1) addresses discrimination on the basis of race, color, creed, pregnancy, religion, sex, national origin, age, disability, veteran status, or marital status. It does not address discrimination on the basis of sexual orientation/gender identity and “genetics.” Adding both classifications will strengthen and better define the City’s position regarding unlawful discrimination in the workplace. (See Attachment #2 additional language reflected in red font).

Budget Impact:

None

Recommendation:

It is recommended that City Council approve Resolution No. 2016-57 as presented.
Attachments:

1) Current Policy Statement
2) Policy Statement with Added Language in Red

Prepared by: Ken Bloom, Human Resources Director

Reviewed by:
SECTION 3
STANDARDS OF CONDUCT

3.01 General Policy

A. The City of Mount Dora has established a system of personnel management based on merit principles to assist in providing superior service and maximum efficiency to the community.

B. Employees are encouraged to develop skills and seek formal training that will enhance their personal development and add to the overall expertise of the organization.

C. It is the policy of the City to expect compliance from employees with all personnel policies, state statutes and federal regulations in the performance of duties. An employee who violates any of the Personnel Policies shall be subject to disciplinary action.

D. The City retains all management rights including but not limited to the following:
   1. To determine the organization of the City.
   2. To determine the purpose of each of its departments.
   3. To exercise control and discretion over the organization and efficiency of operations.
   4. To set standards for services to be offered to the public.
   5. To manage and direct the employees of the City and to determine the number of personnel to be employed.
   6. To hire, examine, classify, promote, train, transfer, assign, schedule and retain employees.
   7. To suspend, demote, discharge or take other disciplinary action against employees.
   8. To increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, lack of funds or other reasons.
   9. To establish, change or modify the number, types and grades of positions or employees assigned to an organization, unit, department, division or project.
  10. To establish, change or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of efficiency, economy, technological change or operating requirements.
  11. To require any employee based on articulated reasonable suspicion to have physical examinations which may include psychological, drug and controlled substance testing, etc.

E. Employees shall have the right to form, join and participate in, or to refrain from forming, joining or participating in any employee organization of their own choosing in accordance with State law.
3.02 Equal Employment Opportunity

A. It is the policy of the City of Mount Dora to provide equal employment opportunity for all applicants and employees. The City does not unlawfully discriminate on the basis of race, color, creed, pregnancy, religion, sex, national origin, age, disability, veteran status, or marital status. The City also makes reasonable accommodations for disabled employees. Finally, the City of Mount Dora prohibits the harassment of any individual on any of the bases listed above. This policy applies to all areas of employment, including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social and recreational programs.

B. For purposes of this policy, impermissible harassment includes verbal, physical, and visual harassment; solicitation of sexual favors; unwelcome sexual advances; and creating or maintaining an intimidating or hostile work environment. Any employee who violates this policy is subject to discipline up to and including discharge.

C. Any incident of discrimination or harassment, including work-related harassment by City personnel or any other person, should be reported to the employee’s supervisor or the Human Resources Director, who will investigate the matter. In the case of City employees, if harassment is established, the offender will be disciplined, up to and including discharge.

It is the responsibility of every manager and employee to conscientiously follow this policy.

3.03 Discrimination

A. The City shares a common belief that each employee should be able to work in an environment free of discrimination and any form of harassment based race, color, creed, pregnancy, religion, sex, national origin, age, disability, veteran status, or marital status.

B. If an employee feels they are being discriminated against for any of the above or other reasons; it should be brought to the attention of their immediate supervisor, who will immediately investigate the situation and bring it to the attention of the Department Head and/or Human Resources Director.

3.04 Harassment/Sexual Harassment

A. POLICY

The City is committed to providing a workplace free of sexual harassment as well as harassment based upon such factors as race, color, religion, national origin, ancestry, age, medical condition, marital status, disability, or veteran status. The City strongly disapproves and will not tolerate harassment of employees by managers, supervisors, or co-workers. The City will also attempt to protect employees from harassment by non-employees in the workplace.

B. DEFINITIONS

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. Some examples include racial slurs; ethnic jokes; posting of offensive statements, posters, or cartoons; or other similar conduct. Sexual harassment includes solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual, or physical conduct of a sexual nature.
C. PROVISIONS

Every complaint of harassment that is reported to the Human Resources Director will be investigated thoroughly, promptly, and in a confidential manner. In addition, the City will not tolerate retaliation against any employee for making a complaint to the Human Resources Director or to any other member of management.

In the case of City employees, if harassment is established, the City will discipline the offender. Disciplinary action for a violation of this policy can range from verbal or written warnings up to and including immediate termination, depending upon the circumstances. With respect to acts of harassment by customers or vendors, corrective action will be taken after consultation with appropriate management personnel.

D. RESPONSIBILITY

1. MANAGER

- Foster a work climate that is free of harassment and discrimination.
- Support and communicate this policy within the work area.
- Report all alleged incidents of harassment or discrimination to the Human Resources Director.
- Cooperate in the investigation and resolution of harassment and discrimination cases.
- Take preventative measures in situations that have the potential of being construed as harassment or discrimination.

2. EMPLOYEE

You should report any incident of harassment, including work-related harassment by any City employee or any other person, promptly to your supervisor or manager (or to any other member of management) and/or to the Human Resources Director, who is responsible for investigating the matter. Managers who receive complaints or who observe harassing conduct should inform the Human Resources Director immediately. The City emphasizes that you are not required to complain first to your supervisor if your supervisor is the individual who is harassing you.

3.05 Conflict of Interest

A. Employees who may be in a position to influence actions and decisions regarding the City's administration shall refrain from relationships which may adversely affect the exercise of their independent judgment in dealing with suppliers and members of the public.

B. An outside personal economic relationship which affords present or future financial benefits to an employee, their family, or individuals with whom they have business or financial ties may be a conflict of interest requiring evaluation by the City Manager.

C. An employee having an outside personal economic relationship under the conditions specified above shall file a sworn statement to this effect with the City.

D. If the employee is in doubt as to whether a conflict of interest exists, it is that employee's responsibility to seek clarification from the City Manager.

E. The City Manager shall determine whether a relationship could cause a potential conflict of interest.
F. Employee acceptance of anything of value to the recipient, including loans, advances, gifts, gratuities, rewards, favors, entertainment or promise of future employment, etc., from a supplier, bidder or other party doing business with the City, is improper.

G. It is improper for any employee to use their position with the City to obtain or attempt to obtain any special preferences, privileges or exemptions for themselves or for others.

H. No employee shall disclose confidential information gained by reason of their official position, nor shall the employee use such information for personal gain or benefit.

I. Employers are responsible for complying with all of the provisions stated in Section 112.313, Florida Statutes.

3.06 Political Activity

A. Employees MAY:
1. Register and vote as they choose.
2. Assist in voter registration drives on off-duty time.
3. Contribute money to organizations, associations, etc., or attend political fund-raising functions on off-duty time.
4. Wear or display political badges on off-duty hours.
5. Attend political rallies and meetings on off-duty time.
6. Join a political club or party.
7. Sign nominating petitions on off-duty time.
8. Campaign for or against referenda questions, constitutional amendments, etc. on off-duty time.
9. Become a candidate for an elective political office.
10. The employee may use approved annual and/or personal leave or work after duty hours during a campaign for other than a City office.
11. Any employee who wishes to accept or seek election to a City office shall resign from City employment upon formal declaration of candidacy.
12. An employee wishing to qualify for any other elective office shall submit written notification to the City Manager who will determine, and so advise employee, whether a conflict of interest exists.

B. Employees MAY NOT:
1. Use official authority or influence for the purpose of interfering with an election or nomination for office, coercing or influencing another person's vote, or affecting the result thereof.
2. Directly or indirectly coerce, attempt to coerce, command or advise a State or local officer or employee to pay, lend or contribute anything of value to a party or candidate.
3. Interfere in any other way with the personal right of any officer or employee.
4. Campaign in uniform while wearing City insignia or while on duty.
5. Act in any manner which would lead the public to believe that their political activities constitute the
position of the City or have been officially endorsed by the City.

3.07 Employment of Relatives

No City official, department head, or supervisor may appoint, employ, promote, advance or be influential in any way in the employment of any individual who is a relative, as defined on page 2-3 herein, of a City official, department head, or supervisor. Further, no relative of an employee may be hired by the City to fill a position which would cause the current employee to either have jurisdiction over or be subject to the jurisdiction of the relative.

3.08 Outside Employment

A. Employees are discouraged but not restricted from engaging in other employment during their off-duty hours. However, City employment shall be considered the primary employment. No employee may engage in outside employment which would have an effect on or interfere with employment with the City.

B. Any employee desiring to pursue outside employment shall request, in writing, approval from the department head.

C. The department head may reject the request if it is deemed to affect or interfere with City employment. Any notice to engage in outside employment previously granted under these Policies may be canceled or terminated at any time by the City upon giving ten (10) working days written notice to the employee concerned.

D. Employees sustaining injuries while engaged in outside employment are ineligible to receive benefits under City Worker's Compensation as a result of disability resulting from the outside employment.

E. Equipment, facilities, vehicles or property of the City shall not be used by employees for outside employment or for any purposes other than the performance of City work.

3.09 Public Relations

A. The City's employees shall at all times be courteous, friendly, and helpful to all persons seeking help or information.

B. As information concerning subjects under discussion by the City Council is unreliable unless confirmed by the Mayor or designee, premature discussion of such subjects may cause misunderstanding and confusion.

Therefore, employees shall courteously decline to reveal or discuss subject matter yet to be confirmed, and should refer interested persons to the employee's department head, City Manager or the Mayor.

C. No employee shall publish a news release or represent the position of the City to the news media unless authorized to do so by the Mayor or the Mayor's designee.

3.10 Solicitation and Distribution

A. Employee contributions to charitable organizations are voluntary. Coercion of an employee to make
B. Employees are prohibited from conducting or promoting private business for gain during duty hours or within any City building on City property.

C. Employees are prohibited from soliciting any other City employee on behalf of any organization, including labor unions, labor organizations or employee organizations during the working hours of any employee who is involved in the solicitation. Employees are also prohibited from distributing literature in City work areas during the working hour of any employee who is involved in the distribution. (See Section 447.509, Florida Statutes.)

D. Distribution of literature for City sanctioned programs is not restricted by this policy.

3.11 Employee Debts

An employee's financial transactions are the employee's personal affair. The City will not act as a collection agent. However, should complaints concerning an employee's failure to meet financial obligations result in interference with the employee's job performance or occasional loss of time and effort on the part of other City employees, the employee concerned shall be informed. Should the condition continue, the employee may be subject to disciplinary action.

3.12 Use of City Property

Employees shall not use City property -- equipment, tools, machinery, vehicles, etc.—except in the performance of official duty. City property shall not be used by any employee for personal or off-duty purposes and shall not be removed or taken off City premises without written authorization; nor shall employees permit its use by an unauthorized person either on or off duty except as authorized by the City in writing. Exceptions are authorized only by written request to and approval from the City Manager.

3.13 Dress and Appearance

A. Employees assigned duties dealing with the public should be properly groomed and wear neat attire that is appropriate for a professional business-like environment.

B. Employees are prohibited from conducting or promoting private business for gain during duty hours or within any City building on City property.

C. Employees are prohibited from soliciting any other City employee on behalf of any organization, including labor unions, labor organizations or employee organizations during the working hours of any employee who is involved in the solicitation. Employees are also prohibited from distributing literature in City work areas during the working hour of any employee who is involved in the distribution. (See Section 447.509, Florida Statutes.)

D. Distribution of literature for City sanctioned programs is not restricted by this policy.

3.14 Personal Business

Conducting personal business while on official duty will not be authorized. If it is necessary for the employee to make telephone calls or meet with persons not employed by the City, the discussions should be held during breaks or meal period. Exceptions will be allowed only in case of emergency.
3.15 Acceptance of Gifts

Employees shall not solicit or accept, either directly or indirectly, any gratuity, regardless of value, including a gift, loan, reward, promise of future employment, or services that:

A. Would cause a reasonably prudent person to be influenced in the discharge of official duties; or,

B. Is based upon any understanding that the judgment of the employee in carrying out their employment responsibilities would be influenced thereby.

3.16 Acceptable Use of Internet

Internet services are provided by the City of Mount Dora to support open communications, exchange of information and the opportunity for collaborative government-related work. Although access to information and information technology is essential to the mission of government agencies, use of the Internet services is a revocable privilege. Conformance with acceptable use, as expressed in this policy statement, is required as a condition of this privilege. Internet services are to be used for governmental work exclusively.

A. General Guidelines

City employees have an obligation to learn about network etiquette (netiquette), customs and courtesies. Accepted procedures and guidelines should be followed when using Internet mail communications, participating in Internet mail discussion groups, using remote computer services, transferring files from other computers, or disseminating information to others on the Internet. City employees also have an obligation to be aware of computer security and privacy concerns and to guard against computer viruses.

B. Acceptable Uses

1. Communication and exchange for professional development, to maintain currency of training or education, or to discuss issues related to the City business.

2. Access to current news regarding emergency conditions, legal rulings, or other conditions affecting governmental decisions.

3. Newsgroups, Usenets and Listservs (electronic Discussion groups) are excellent resources for sharing information with other professionals. Use with restraint.

C. Unacceptable Uses

1. To download any software programs. Downloaded information shall be limited to messages, mail and data files. No software program files shall be downloaded without prior approval of MIS due to the threat of acquiring a virus or version mismatches on supported software, and to comply with standards in place. Contact MIS with downloading and software update needs.

2. To violate copyright laws, including the downloading or exchanging of pirated software, copying software to or from any computer, or downloading copyrighted material for unauthorized duplication.

3. To deliberately view certain sites on the Internet that is not appropriate for City use. This information shall not be knowingly accessed or downloaded. This material includes adult forums, pornography and game sections.

4. To vandalize, damage or disable the property of another person or organization.
5. Unauthorized commercial use or financial gain.

D. Agreement and Consequences

The proper use of the Internet, including the educational and productivity value to be gained from the Internet is the joint responsibility of the City of Mount Dora and its employees. Any violation of the policies above is against the City’s policy and may constitute a violation of law. The consequences for any violation may include access privileges being revoked, disciplinary action according to the City’s personnel policies and procedures, or appropriate legal action.

An employee’s use of the Internet may be monitored by the City. There can be no anticipation that this use is private or protected. Employees using the Internet must agree that the City has the right to review, audit, intercept, monitor and disclose all communications sent or received through City-provided access to the Internet.

3.17 Acceptable Use of Email

A. General Guidelines

The availability and use of the personal computer within the work environment has provided many opportunities for enhancement of productivity and effectiveness. But, these new technologies also entail the opportunity for rapid transfer and broad distribution of sensitive information that can have damaging effects on the City and the City’s employees utilizing these electronic systems. Therefore, it is the policy of the City of Mount Dora that all employees abide by the guidelines set forth herein when using electronic messaging devices such as Email.

City employees are responsible for the information that he or she puts into the system. While the City of Mount Dora has the right to review and delete messages in the system, it is not possible for the City to be aware of all messages in the system at all times. As such, the City of Mount Dora disclaims any responsibility for unauthorized messages appearing in the electronic mail system. Views expressed on the electronic mail systems are not to be taken as the views of the City of Mount Dora unless approved by the City Manager or designees.

Accepted procedures and guidelines should be followed when using Email communications, participating in Email discussion groups, transferring files within Email from other computers, or disseminating information to others on the Internet via Email. City employees also have an obligation to be aware of computer security and privacy concerns and to guard against computer viruses within Email.

B. Acceptable Uses

1. A fast means of communication to include the transmission of information data, and messages related to the business of the City of Mount Dora.

2. Communication and exchange for current news regarding emergency conditions, legal rulings, or other conditions affecting governmental decisions. Newsgroups, Usenets and Listservs (electronic Discussion groups) are excellent resources for sharing information with other professionals. Use with restraint.

C. Unacceptable Uses

1. To download any software programs. Downloaded information shall be limited to messages, mail and data files. No software program files shall be downloaded without prior approval of MIS due to the
threat of acquiring a virus or version mismatches on supported software, and to comply with standards in place. Contact MIS with downloading and software update needs.

2. To violate copyright laws, including the downloading or exchanging of pirated software, copying software to or from any computer, or downloading copyrighted material for unauthorized duplication.

3. To deliberately view certain sites on the Internet that contain information that is not appropriate for City use. This information shall not be knowingly accessed or downloaded. This material includes adult forums, pornography and game sections.

4. To vandalize, damage or disable the property of another person or organization.

5. Unauthorized commercial use or financial gain.

6. To participate in or distribute chain letters or Emails unrelated to the business of the City of Mount Dora.

D. Agreement and Consequences

The proper use of the electronic mail system is the joint responsibility of the City of Mount Dora and its employees. Any violation of the policies above is against the City’s policy and may constitute a violation of law. The consequences for any violation may include access privileges being revoked, disciplinary action according to the City’s personnel policies and procedures, or appropriate legal action.

The Email system is to be used for business purposes only. An employee’s use of the electronic mail system may be monitored by the City. There can be no anticipation that this use is private or protected. Employees using the electronic mail system must agree that the City has the right to review, audit, intercept, monitor and disclose all communications sent or received through the electronic mail system.

It is the employee’s responsibility to ensure the security of their Email and data files is maintained. Employees should not share their passwords with unauthorized individuals or otherwise breach the security of the electronic mail system.

Keep in mind a forwarded message may not necessarily be an exact duplicate of the original. A forwarding party can alter the original message.

Employees shall observe copyright restrictions of any documents sent through or stored on electronic mail.

For further clarification regarding the use of City Internet and Email services, please consult the latest version of the City’s IT Policy Manual.

3.18 Policy Against Fraudulent Or Dishonest Acts

1. It is the policy of the City of Mount Dora that all Public Officials and employees shall adhere to the City’s Standards of Conduct, the Code of Ethics for Public Officers and Employees as stated in Chapter 112, Part III, Florida Statutes, and this policy against fraudulent and other dishonest acts. It is the policy of the City of Mount Dora that Public Officials and employees shall demonstrate and be dedicated to high ideals of honor and integrity so as to merit the respect, trust and confidence of the citizens of the City. Every Public Official and employee is responsible for the detection and prevention of fraud, is appropriations, and other irregularities.

2. It is the intent of the City of Mount Dora to promote consistent organizational behavior by providing
guidelines and assigning responsibility for the development of controls and conducting of investigations. This policy applies to any irregularity, or suspected irregularity involving City Public Officials and employees as well as consultants, vendors, contractors, and any other individual or business with a relationship to the City of Mount Dora. Any investigative activity required will be conducted without regard to the suspected wrongdoer’s length of service, position/title, or relationship to the City.

3. The term fraud can be defined as, but is not limited to, any dishonest or fraudulent act to include: intentional material misstatement of the financial statements, forgery or alteration of any document, misappropriation of funds, supplies, etc., improper handling or reporting of money or financial transactions, profiting by self or others as a result of inside knowledge, destruction or intentional disappearance of records, furniture, fixtures or equipment, accepting or seeking anything of material value from vendors or persons providing services or materials to the County for personal benefit, and/or any similar or related irregularity.

4. Opportunities for fraud may occur because of the following reasons: poor internal controls, management override of internal controls, collusion between employees and third parties, poor or non-existing ethical standards, lack of control over supervisors by managers, and type of organization. In those instances where internal controls need strengthening, the City’s external auditor may be consulted for assistance on how to enhance those controls.

5. Managers at all levels of management are expected to set the appropriate tone by displaying the proper attitude toward complying with laws, rules, regulations, and policies.

6. Managers are responsible for establishing and maintaining proper internal controls to provide for the security and accountability of the resources entrusted to them.

7. Managers should be cognizant of the risks and exposures inherent in their areas of responsibility, and be alert for the symptoms of fraudulent or other dishonest acts.

8. All employees are encouraged to be alert for possible fraud and are required to promptly report any suspected fraud.

9. Reporting - Any employee who has knowledge or a reasonable suspicion that a fraudulent or other dishonest act has occurred, should report it through the chain of command (supervisor, manager, Department Director, Human Resource Director, or City Manager). Supervisors and managers at all levels of management who become aware of suspected fraudulent and dishonest activity are to respond in a consistent and appropriate manner and shall report the suspected activity to the next level in the chain of command to the fullest extent practicable. Should the suspected activity involve the “next level” in the chain of command, the Human Resource Director or City Manager is to be notified.

10. Investigation - The Human Resource Director has the primary responsibility for investigative actions of all suspected inappropriate activity as defined in this policy. If the investigation substantiates that a fraudulent act has occurred, the City Manager shall be promptly notified. If the substantiated fraudulent act has criminal implications, the City Manager will promptly consult the appropriate law enforcement agency as necessary. All employees shall cooperate during any investigation. Care must be taken in the investigation of suspected improprieties or irregularities so as to avoid mistaken accusations or alerting suspected individuals that an investigation is under way.

11. The City Manager will determine the appropriate action upon completion of the investigation, which
may include disciplinary action.

12. The City makes every attempt to protect employees from retaliatory action due to reports of suspected fraud in accordance with section 112.3187, Florida Statutes (Whistle-blower Act). The Act protects an employee from retaliatory action by an organization against an employee who reports to an appropriate agency violation of law on the part of a public employer or independent contractor that creates a substantial and specific danger to the public's health, safety, or welfare. Additionally, the act protects employees reporting improper use of a government office, gross waste of funds, or any other abuse or neglect of duty on the part of an agency, public officer, or employee.

As Approved by City Council: November 15, 2016
ATTACHMENT # 2

SECTION 3
STANDARDS OF CONDUCT

3.01 General Policy

A. The City of Mount Dora has established a system of personnel management based on merit principles to assist in providing superior service and maximum efficiency to the community.

B. Employees are encouraged to develop skills and seek formal training that will enhance their personal development and add to the overall expertise of the organization.

C. It is the policy of the City to expect compliance from employees with all personnel policies, state statutes and federal regulations in the performance of duties. An employee who violates any of the Personnel Policies shall be subject to disciplinary action.

D. The City retains all management rights including but not limited to the following:

1. To determine the organization of the City.

2. To determine the purpose of each of its departments.

3. To exercise control and discretion over the organization and efficiency of operations.

4. To set standards for services to be offered to the public.

5. To manage and direct the employees of the City and to determine the number of personnel to be employed.

6. To hire, examine, classify, promote, train, transfer, assign, schedule and retain employees.

7. To suspend, demote, discharge or take other disciplinary action against employees.

8. To increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, lack of funds or other reasons.

9. To establish, change or modify the number, types and grades of positions or employees assigned to an organization, unit, department, division or project.

10. To establish, change or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of efficiency, economy, technological change or operating requirements.

11. To require any employee based on articulated reasonable suspicion to have physical examinations which may include psychological, drug and controlled substance testing, etc.

E. Employees shall have the right to form, join and participate in, or to refrain from forming, joining or participating in any employee organization of their own choosing in accordance with State law.
3.02 Equal Employment Opportunity

A. It is the policy of the City of Mount Dora to provide equal employment opportunity for all applicants and employees. The City does not discriminate on the basis of sex, race, color, sexual orientation/gender identity, religion, national origin, age, disability, veteran/military status, pregnancy, genetic information, or marital status. This policy applies to all terms, conditions, and privileges of employment, including hiring, training, promotion, compensation, and benefits. The City also makes reasonable accommodations for disabled employees and the religious needs of employees. Employees may discuss the need for a religious accommodation or an accommodation for a disability with the Human Resources Department. The City will work with you to determine how to best accommodate your needs while also balancing its needs. If the accommodation is for a disability, the City may require that you provide certification from your healthcare provider of your disability and your need for accommodation.

B. For purposes of this policy, impermissible harassment includes verbal, physical, and visual harassment; solicitation of sexual favors; unwelcome sexual advances; and creating or maintaining an intimidating or hostile work environment. Any employee who violates this policy is subject to discipline up to and including discharge.

C. Any incident of discrimination or harassment, including work-related harassment by City personnel or any other person, should be reported to the employee's supervisor or the Human Resources Director, who will investigate the matter. In the case of City employees, if harassment is established, the offender will be disciplined, up to and including discharge.

It is the responsibility of every manager and employee to conscientiously follow this policy.

3.03 Discrimination

A. The City shares a common belief that each employee should be able to work in an environment free of discrimination and any form of harassment based upon sex, race, color, sexual orientation/gender identity, religion, national origin, age, disability, veteran/military status, pregnancy, genetic information, or marital status.

B. If an employee feels they are being discriminated against for any of the above or other reasons; it should be brought to the attention of their immediate supervisor, who will immediately investigate the situation and bring it to the attention of the Department Head and/or Human Resources Director.

GINA Disclaimer
The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. “Genetic information” as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.
3.04 Harassment/Sexual Harassment

A. POLICY

The City is committed to providing a workplace free of sexual harassment as well as harassment based upon such factors as sex, race, color, sexual orientation/gender identity, religion, national origin, age, disability, veteran/military status, pregnancy, genetic information, or marital status. The City strongly disapproves and will not tolerate harassment of employees by managers, supervisors, or co-workers. The City will also attempt to protect employees from harassment by non-employees in the workplace.

B. DEFINITIONS

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. Some examples include racial slurs; ethnic jokes; posting of offensive statements, posters, or cartoons; or other similar conduct. Sexual harassment includes solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual, or physical conduct of a sexual nature.

C. PROVISIONS

Every complaint of harassment that is reported to the Human Resources Director will be investigated thoroughly, promptly, and in a confidential manner. In addition, the City will not tolerate retaliation against any employee for making a complaint to the Human Resources Director or to any other member of management.

In the case of City employees, if harassment is established, the City will discipline the offender. Disciplinary action for a violation of this policy can range from verbal or written warnings up to and including immediate termination, depending upon the circumstances. With respect to acts of harassment by customers or vendors, corrective action will be taken after consultation with appropriate management personnel.

D. RESPONSIBILITY

1. MANAGER

• Foster a work climate that is free of harassment and discrimination.
• Support and communicate this policy within the work area.
• Report all alleged incidents of harassment or discrimination to the Human Resources Director.
• Cooperate in the investigation and resolution of harassment and discrimination cases.
• Take preventative measures in situations that have the potential of being construed as harassment or discrimination.

2. EMPLOYEE

You should report any incident of harassment, including work-related harassment by any City employee or any other person, promptly to your supervisor or manager (or to any other member of management) and/or to the Human Resources Director, who is responsible for investigating the matter. Managers who receive complaints or who observe harassing conduct should inform the Human Resources Director immediately. The City emphasizes that you are not required to complain first to your supervisor if your supervisor is the individual who is harassing you.
3.05 Conflict of Interest

A. Employees who may be in a position to influence actions and decisions regarding the City's administration shall refrain from relationships which may adversely affect the exercise of their independent judgment in dealing with suppliers and members of the public.

B. An outside personal economic relationship which affords present or future financial benefits to an employee, their family, or individuals with whom they have business or financial ties may be a conflict of interest requiring evaluation by the City Manager.

C. An employee having an outside personal economic relationship under the conditions specified above shall file a sworn statement to this effect with the City.

D. If the employee is in doubt as to whether a conflict of interest exists, it is that employee's responsibility to seek clarification from the City Manager.

E. The City Manager shall determine whether a relationship could cause a potential conflict of interest.

F. Employee acceptance of anything of value to the recipient, including loans, advances, gifts, gratuities, rewards, favors, entertainment or promise of future employment, etc., from a supplier, bidder or other party doing business with the City, is improper.

G. It is improper for any employee to use their position with the City to obtain or attempt to obtain any special preferences, privileges or exemptions for themselves or for others.

H. No employee shall disclose confidential information gained by reason of their official position, nor shall the employee use such information for personal gain or benefit.

I. Employers are responsible for complying with all of the provisions stated in Section 112.313, Florida Statutes.

3.06 Political Activity

A. Employees MAY:

1. Register and vote as they choose.

2. Assist in voter registration drives on off-duty time.

3. Contribute money to organizations, associations, etc., or attend political fund-raising functions on off-duty time.

4. Wear or display political badges on off-duty hours.

5. Attend political rallies and meetings on off-duty time.

6. Join a political club or party.

7. Sign nominating petitions on off-duty time.

8. Campaign for or against referenda questions, constitutional amendments, etc. on off-duty time.

9. Become a candidate for an elective political office.

10. The employee may use approved annual and/or personal leave or work after duty hours during a
campaign for other than a City office.
11. Any employee who wishes to accept or seek election to a City office shall resign from City employment upon formal declaration of candidacy.
12. An employee wishing to qualify for any other elective office shall submit written notification to the City Manager who will determine, and so advise employee, whether a conflict of interest exists.

B. Employees MAY NOT:

1. Use official authority or influence for the purpose of interfering with an election or nomination for office, coercing or influencing another person's vote, or affecting the result thereof.
2. Directly or indirectly coerce, attempt to coerce, command or advise a State or local officer or employee to pay, lend or contribute anything of value to a party or candidate.
3. Interfere in any other way with the personal right of any officer or employee.
4. Campaign in uniform while wearing City insignia or while on duty.
5. Act in any manner which would lead the public to believe that their political activities constitute the position of the City or have been officially endorsed by the City.

3.07 Employment of Relatives

No City official, department head, or supervisor may appoint, employ, promote, advance or be influential in any way in the employment of any individual who is a relative, as defined on page 2-3 herein, of a City official, department head, or supervisor. Further, no relative of an employee may be hired by the City to fill a position which would cause the current employee to either have jurisdiction over or be subject to the jurisdiction of the relative.

3.08 Outside Employment

A. Employees are discouraged but not restricted from engaging in other employment during their off-duty hours. However, City employment shall be considered the primary employment. No employee may engage in outside employment which would have an effect on or interfere with employment with the City.

B. Any employee desiring to pursue outside employment shall request, in writing, approval from the department head.

C. The department head may reject the request if it is deemed to affect or interfere with City employment. Any notice to engage in outside employment previously granted under these Policies may be canceled or terminated at any time by the City upon giving ten (10) working days written notice to the employee concerned.

D. Employees sustaining injuries while engaged in outside employment are ineligible to receive benefits under City Worker's Compensation as a result of disability resulting from the outside employment.

E. Equipment, facilities, vehicles or property of the City shall not be used by employees for outside employment or for any purposes other than the performance of City work.
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B. As information concerning subjects under discussion by the City Council is unreliable unless confirmed by the Mayor or designee, premature discussion of such subjects may cause misunderstanding and confusion. Therefore, employees shall courteously decline to reveal or discuss subject matter yet to be confirmed, and should refer interested persons to the employee's department head, City Manager or the Mayor.
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A. Employee contributions to charitable organizations are voluntary. Coercion of an employee to make
B. Employees are prohibited from conducting or promoting private business for gain during duty hours or within any City building on City property.
C. Employees are prohibited from soliciting any other City employee on behalf of any organization, including labor unions, labor organizations or employee organizations during the working hours of any employee who is involved in the solicitation. Employees are also prohibited from distributing literature in City work areas during the working hour of any employee who is involved in the distribution. (See Section 447.509, Florida Statutes.)
D. Distribution of literature for City sanctioned programs is not restricted by this policy.

3.11 Employee Debts
An employee's financial transactions are the employee's personal affair. The City will not act as a collection agent. However, should complaints concerning an employee's failure to meet financial obligations result in interference with the employee's job performance or occasional loss of time and effort on the part of other City employees, the employee concerned shall be informed. Should the condition continue, the employee may be subject to disciplinary action.

3.12 Use of City Property
Employees shall not use City property—equipment, tools, machinery, vehicles, etc.—except in the performance of official duty. City property shall not be used by any employee for personal or off-duty purposes and shall not be removed or taken off City premises without written authorization; nor shall employees permit its use by an unauthorized person either on or off duty except as authorized by the City in writing. Exceptions are authorized only by written request to and approval from the City Manager.
3.13 Dress and Appearance

A. Employees assigned duties dealing with the public should be properly groomed and wear neat attire that is appropriate for a professional business-like environment.

B. Employees are prohibited from conducting or promoting private business for gain during duty hours or within any City building on City property.

C. Employees are prohibited from soliciting any other City employee on behalf of any organization, including labor unions, labor organizations or employee organizations during the working hours of any employee who is involved in the solicitation. Employees are also prohibited from distributing literature in City work areas during the working hour of any employee who is involved in the distribution. (See Section 447.509, Florida Statutes.)

D. Distribution of literature for City sanctioned programs is not restricted by this policy.

3.14 Personal Business

Conducting personal business while on official duty will not be authorized. If it is necessary for the employee to make telephone calls or meet with persons not employed by the City, the discussions should be held during breaks or meal period. Exceptions will be allowed only in case of emergency.

3.15 Acceptance of Gifts

Employees shall not solicit or accept, either directly or indirectly, any gratuity, regardless of value, including a gift, loan, reward, promise of future employment, or services that:

A. Would cause a reasonably prudent person to be influenced in the discharge of official duties; or,

B. Is based upon any understanding that the judgment of the employee in carrying out their employment responsibilities would be influenced thereby.

3.16 Acceptable Use of Internet

Internet services are provided by the City of Mount Dora to support open communications, exchange of information and the opportunity for collaborative government-related work. Although access to information and information technology is essential to the mission of government agencies, use of the Internet services is a revocable privilege. Conformance with acceptable use, as expressed in this policy statement, is required as a condition of this privilege. Internet services are to be used for governmental work exclusively.

A. General Guidelines

City employees have an obligation to learn about network etiquette (netiquette), customs and courtesies. Accepted procedures and guidelines should be followed when using Internet mail communications, participating in Internet mail discussion groups, using remote computer services, transferring files from other computers, or disseminating information to others on the Internet. City employees also have an obligation to be aware of computer security and privacy concerns and to guard against computer viruses.
B. Acceptable Uses

1. Communication and exchange for professional development, to maintain currency of training or education, or to discuss issues related to the City business.

2. Access to current news regarding emergency conditions, legal rulings, or other conditions affecting governmental decisions.

3. Newsgroups, Usenets and Listservs (electronic Discussion groups) are excellent resources for sharing information with other professionals. Use with restraint.

C. Unacceptable Uses

1. To download any software programs. Downloaded information shall be limited to messages, mail and data files. No software program files shall be downloaded without prior approval of MIS due to the threat of acquiring a virus or version mismatches on supported software, and to comply with standards in place. Contact MIS with downloading and software update needs.

2. To violate copyright laws, including the downloading or exchanging of pirated software, copying software to or from any computer, or downloading copyrighted material for unauthorized duplication.

3. To deliberately view certain sites on the Internet that is not appropriate for City use. This information shall not be knowingly accessed or downloaded. This material includes adult forums, pornography and game sections.

4. To vandalize, damage or disable the property of another person or organization.

5. Unauthorized commercial use or financial gain.

D. Agreement and Consequences

The proper use of the Internet, including the educational and productivity value to be gained from the Internet is the joint responsibility of the City of Mount Dora and its employees. Any violation of the policies above is against the City’s policy and may constitute a violation of law. The consequences for any violation may include access privileges being revoked, disciplinary action according to the City’s personnel policies and procedures, or appropriate legal action.

An employee’s use of the Internet may be monitored by the City. There can be no anticipation that this use is private or protected. Employees using the Internet must agree that the City has the right to review, audit, intercept, monitor and disclose all communications sent or received through City-provided access to the Internet.

3.17 Acceptable Use of Email

A. General Guidelines

The availability and use of the personal computer within the work environment has provided many opportunities for enhancement of productivity and effectiveness. But, these new technologies also entail the opportunity for rapid transfer and broad distribution of sensitive information that can have damaging effects on the City and the City’s employees utilizing these electronic systems. Therefore, it is the policy of the City of Mount Dora that all employees abide by the guidelines set forth herein when using electronic
messaging devices such as Email.

City employees are responsible for the information that he or she puts into the system. While the City of Mount Dora has the right to review and delete messages in the system, it is not possible for the City to be aware of all messages in the system at all times. As such, the City of Mount Dora disclaims any responsibility for unauthorized messages appearing in the electronic mail system. Views expressed on the electronic mail systems are not to be taken as the views of the City of Mount Dora unless approved by the City Manager or designees.

Accepted procedures and guidelines should be followed when using Email communications, participating in Email discussion groups, transferring files within Email from other computers, or disseminating information to others on the Internet via Email. City employees also have an obligation to be aware of computer security and privacy concerns and to guard against computer viruses within Email.

B. Acceptable Uses

1. A fast means of communication to include the transmission of information data, and messages related to the business of the City of Mount Dora.

2. Communication and exchange for current news regarding emergency conditions, legal rulings, or other conditions affecting governmental decisions. Newsgroups, Usenets and Listservs (electronic Discussion groups) are excellent resources for sharing information with other professionals. Use with restraint.

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3. To deliberately view certain sites on the Internet that contain information that is not appropriate for City use. This information shall not be knowingly accessed or downloaded. This material includes adult forums, pornography and game sections.

4. To vandalize, damage or disable the property of another person or organization.

5. Unauthorized commercial use or financial gain.

6. To participate in or distribute chain letters or Emails unrelated to the business of the City of Mount Dora.

D. Agreement and Consequences

The proper use of the electronic mail system is the joint responsibility of the City of Mount Dora and its employees. Any violation of the policies above is against the City's policy and may constitute a violation of law. The consequences for any violation may include access privileges being revoked, disciplinary action according to the City's personnel policies and procedures, or appropriate legal action.

The Email system is to be used for business purposes only. An employee’s use of the electronic mail system may be monitored by the City. There can be no anticipation that this use is private or protected.
Employees using the electronic mail system must agree that the City has the right to review, audit, intercept, monitor and disclose all communications sent or received through the electronic mail system.

It is the employee’s responsibility to ensure the security of their Email and data files is maintained. Employees should not share their passwords with unauthorized individuals or otherwise breach the security of the electronic mail system.

Keep in mind a forwarded message may not necessarily be an exact duplicate of the original. A forwarding party can alter the original message.

Employees shall observe copyright restrictions of any documents sent through or stored on electronic mail.

*For further clarification regarding the use of City Internet and Email services, please consult the latest version of the City’s IT Policy Manual.*

3.18 Policy Against Fraudulent Or Dishonest Acts

1. It is the policy of the City of Mount Dora that all Public Officials and employees shall adhere to the City’s Standards of Conduct, the Code of Ethics for Public Officers and Employees as stated in Chapter 112, Part III, Florida Statutes, and this policy against fraudulent and other dishonest acts. It is the policy of the City of Mount Dora that Public Officials and employees shall demonstrate and be dedicated to high ideals of honor and integrity so as to merit the respect, trust and confidence of the citizens of the City. Every Public Official and employee is responsible for the detection and prevention of fraud, is appropriations, and other irregularities.

2. It is the intent of the City of Mount Dora to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conducting of investigations. This policy applies to any irregularity, or suspected irregularity involving City Public Officials and employees as well as consultants, vendors, contractors, and any other individual or business with a relationship to the City of Mount Dora. Any investigative activity required will be conducted without regard to the suspected wrongdoer’s length of service, position/title, or relationship to the City.

3. The term fraud can be defined as, but is not limited to, any dishonest or fraudulent act to include: intentional material misstatement of the financial statements, forgery or alteration of any document, misappropriation of funds, supplies, etc., improper handling or reporting of money or financial transactions, profiting by self or others as a result of inside knowledge, destruction or intentional disappearance of records, furniture, fixtures or equipment, accepting or seeking anything of material value from vendors or persons providing services or materials to the County for personal benefit, and/or any similar or related irregularity.

4. Opportunities for fraud may occur because of the following reasons: poor internal controls, management override of internal controls, collusion between employees and third parties, poor or non-existing ethical standards, lack of control over supervisors by managers, and type of organization. In those instances where internal controls need strengthening, the City’s external auditor may be consulted for assistance on how to enhance those controls.

5. Managers at all levels of management are expected to set the appropriate tone by displaying the proper
attitude toward complying with laws, rules, regulations, and policies.

6. Managers are responsible for establishing and maintaining proper internal controls to provide for the security and accountability of the resources entrusted to them.

7. Managers should be cognizant of the risks and exposures inherent in their areas of responsibility, and be alert for the symptoms of fraudulent or other dishonest acts.

8. All employees are encouraged to be alert for possible fraud and are required to promptly report any suspected fraud.

9. Reporting - Any employee who has knowledge or a reasonable suspicion that a fraudulent or other dishonest act has occurred, should report it through the chain of command (supervisor, manager, Department Director, Human Resource Director, or City Manager). Supervisors and managers at all levels of management who become aware of suspected fraudulent and dishonest activity are to respond in a consistent and appropriate manner and shall report the suspected activity to the next level in the chain of command to the fullest extent practicable. Should the suspected activity involve the “next level” in the chain of command, the Human Resource Director or City Manager is to be notified.

10. Investigation - The Human Resource Director has the primary responsibility for investigative actions of all suspected inappropriate activity as defined in this policy. If the investigation substantiates that a fraudulent act has occurred, the City Manager shall be promptly notified. If the substantiated fraudulent act has criminal implications, the City Manager will promptly consult the appropriate law enforcement agency as necessary. All employees shall cooperate during any investigation. Care must be taken in the investigation of suspected improprieties or irregularities so as to avoid mistaken accusations or alerting suspected individuals that an investigation is under way.

11. The City Manager will determine the appropriate action upon completion of the investigation, which may include disciplinary action.

12. The City makes every attempt to protect employees from retaliatory action due to reports of suspected fraud in accordance with section 112.3187, Florida Statutes (Whistle-blower Act). The Act protects an employee from retaliatory action by an organization against an employee who reports to an appropriate agency violation of law on the part of a public employer or independent contractor that creates a substantial and specific danger to the public's health, safety, or welfare. Additionally, the act protects employees reporting improper use of a government office, gross waste of funds, or any other abuse or neglect of duty on the part of an agency, public officer, or employee.

As Approved by City Council: November 15, 2016
RESOLUTION NO. 2016-57

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, REVISING POLICY STATEMENT, SECTIONS 3.02, 3.03 AND 3.04, AS IT PERTAINS TO REQUIREMENTS SET FORTH BY THE DEPARTMENT OF ECONOMIC OPPORTUNITY RELATIVE TO EQUAL EMPLOYMENT OPPORTUNITY POLICY LANGUAGE ESTABLISHING GENETICS AS A PROTECTED CLASS; AUTHORIZING THE CITY MANAGER TO TAKE ADMINISTRATIVE ACTIONS; AND PROVIDING FOR SCRIVENER’S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City of Mount Dora policy statement currently includes information as required as an Equal Employment Opportunity as required by the Department of Economic Opportunity (DEO); and

WHEREAS, the Human Resources Department has received notification from the DEO regarding application documents for a grant; and

WHEREAS, it was noticed the City needs to restate the current Equal Employment Opportunity Policy to include genetics as a protected class; and

WHEREAS, the policy statement is being amended to include language adding classifications that will strengthen and better define the City’s position regarding unlawful discrimination in the workplace; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. The City of Mount Dora has complied with all requirements and procedures of Florida Law and processing, and adopts the Whereas clauses above.

SECTION 2. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as she may deem necessary and appropriate in order to implement the provisions of this Resolution as shown in Exhibit 1. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 3. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 4. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.
SECTION 5. **Severability.** If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 6. **Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 15th day of November, 2016.

______________________________
NICK GIRONE
MAYOR of the City of Mount Dora, Florida

ATTEST:

______________________________
GWEN KEOUGH-JOHNS, MMC
CITY CLERK
SECTION 3
STANDARDS OF CONDUCT

3.01 General Policy

A. The City of Mount Dora has established a system of personnel management based on merit principles to assist in providing superior service and maximum efficiency to the community.

B. Employees are encouraged to develop skills and seek formal training that will enhance their personal development and add to the overall expertise of the organization.

C. It is the policy of the City to expect compliance from employees with all personnel policies, state statutes and federal regulations in the performance of duties. An employee who violates any of the Personnel Policies shall be subject to disciplinary action.

D. The City retains all management rights including but not limited to the following:
   1. To determine the organization of the City.
   2. To determine the purpose of each of its departments.
   3. To exercise control and discretion over the organization and efficiency of operations.
   4. To set standards for services to be offered to the public.
   5. To manage and direct the employees of the City and to determine the number of personnel to be employed.
   6. To hire, examine, classify, promote, train, transfer, assign, schedule and retain employees.
   7. To suspend, demote, discharge or take other disciplinary action against employees.
   8. To increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, lack of funds or other reasons.
   9. To establish, change or modify the number, types and grades of positions or employees assigned to an organization, unit, department, division or project.
  10. To establish, change or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of efficiency, economy, technological change or operating requirements.
  11. To require any employee based on articulated reasonable suspicion to have physical examinations which may include psychological, drug and controlled substance testing, etc.

E. Employees shall have the right to form, join and participate in, or to refrain from forming, joining or participating in any employee organization of their own choosing in accordance with State law.
3.02 Equal Employment Opportunity

A. It is the policy of the City of Mount Dora to provide equal employment opportunity for all applicants and employees. The City does not discriminate on the basis of sex, race, color, sexual orientation/gender identity, religion, national origin, age, disability, veteran/military status, pregnancy, genetic information, or marital status. This policy applies to all terms, conditions, and privileges of employment, including hiring, training, promotion, compensation, and benefits. The City also makes reasonable accommodations for disabled employees and the religious needs of employees. Employees may discuss the need for a religious accommodation or an accommodation for a disability with the Human Resources Department. The City will work with you to determine how to best accommodate your needs while also balancing its needs. If the accommodation is for a disability, the City may require that you provide certification from your healthcare provider of your disability and your need for accommodation.

B. For purposes of this policy, impermissible harassment includes verbal, physical, and visual harassment; solicitation of sexual favors; unwelcome sexual advances; and creating or maintaining an intimidating or hostile work environment. Any employee who violates this policy is subject to discipline up to and including discharge.

C. Any incident of discrimination or harassment, including work-related harassment by City personnel or any other person, should be reported to the employee’s supervisor or the Human Resources Director, who will investigate the matter. In the case of City employees, if harassment is established, the offender will be disciplined, up to and including discharge.

It is the responsibility of every manager and employee to conscientiously follow this policy.

3.03 Discrimination

A. The City shares a common belief that each employee should be able to work in an environment free of discrimination and any form of harassment based upon sex, race, color, sexual orientation/gender identity, religion, national origin, age, disability, veteran/military status, pregnancy, genetic information, or marital status.

B. If an employee feels they are being discriminated against for any of the above or other reasons; it should be brought to the attention of their immediate supervisor, who will immediately investigate the situation and bring it to the attention of the Department Head and/or Human Resources Director.

GINA Disclaimer
The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. “Genetic information” as defined by GINA, includes an individual’s family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.
3.04 Harassment/Sexual Harassment

A. POLICY

The City is committed to providing a workplace free of sexual harassment as well as harassment based upon such factors as sex, race, color, sexual orientation/gender identity, religion, national origin, age, disability, veteran/military status, pregnancy, genetic information, or marital status. The City strongly disapproves and will not tolerate harassment of employees by managers, supervisors, or co-workers. The City will also attempt to protect employees from harassment by non-employees in the workplace.

B. DEFINITIONS

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. Some examples include racial slurs; ethnic jokes; posting of offensive statements, posters, or cartoons; or other similar conduct. Sexual harassment includes solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual, or physical conduct of a sexual nature.

C. PROVISIONS

Every complaint of harassment that is reported to the Human Resources Director will be investigated thoroughly, promptly, and in a confidential manner. In addition, the City will not tolerate retaliation against any employee for making a complaint to the Human Resources Director or to any other member of management.

In the case of City employees, if harassment is established, the City will discipline the offender. Disciplinary action for a violation of this policy can range from verbal or written warnings up to and including immediate termination, depending upon the circumstances. With respect to acts of harassment by customers or vendors, corrective action will be taken after consultation with appropriate management personnel.

D. RESPONSIBILITY

1. MANAGER

- Foster a work climate that is free of harassment and discrimination.
- Support and communicate this policy within the work area.
- Report all alleged incidents of harassment or discrimination to the Human Resources Director.
- Cooperate in the investigation and resolution of harassment and discrimination cases.
- Take preventative measures in situations that have the potential of being construed as harassment or discrimination.

2. EMPLOYEE

You should report any incident of harassment, including work-related harassment by any City employee or any other person, promptly to your supervisor or manager (or to any other member of management) and/or to the Human Resources Director, who is responsible for investigating the matter. Managers who receive complaints or who observe harassing conduct should inform the Human Resources Director immediately. The City emphasizes that you are not required to complain first to your supervisor if your supervisor is the individual who is harassing you.
3.05 Conflict of Interest

A. Employees who may be in a position to influence actions and decisions regarding the City's administration shall refrain from relationships which may adversely affect the exercise of their independent judgment in dealing with suppliers and members of the public.

B. An outside personal economic relationship which affords present or future financial benefits to an employee, their family, or individuals with whom they have business or financial ties may be a conflict of interest requiring evaluation by the City Manager.

C. An employee having an outside personal economic relationship under the conditions specified above shall file a sworn statement to this effect with the City.

D. If the employee is in doubt as to whether a conflict of interest exists, it is that employee's responsibility to seek clarification from the City Manager.

E. The City Manager shall determine whether a relationship could cause a potential conflict of interest.

F. Employee acceptance of anything of value to the recipient, including loans, advances, gifts, gratuities, rewards, favors, entertainment or promise of future employment, etc., from a supplier, bidder or other party doing business with the City, is improper.

G. It is improper for any employee to use their position with the City to obtain or attempt to obtain any special preferences, privileges or exemptions for themselves or for others.

H. No employee shall disclose confidential information gained by reason of their official position, nor shall the employee use such information for personal gain or benefit.

I. Employers are responsible for complying with all of the provisions stated in Section 112.313, Florida Statutes.

3.06 Political Activity

A. Employees MAY:

1. Register and vote as they choose.

2. Assist in voter registration drives on off-duty time.

3. Contribute money to organizations, associations, etc., or attend political fund-raising functions on off-duty time.

4. Wear or display political badges on off-duty hours.

5. Attend political rallies and meetings on off-duty time.

6. Join a political club or party.

7. Sign nominating petitions on off-duty time.

8. Campaign for or against referenda questions, constitutional amendments, etc. on off-duty time.

9. Become a candidate for an elective political office.

10. The employee may use approved annual and/or personal leave or work after duty hours during a
campaign for other than a City office.

11. Any employee who wishes to accept or seek election to a City office shall resign from City employment upon formal declaration of candidacy.

12. An employee wishing to qualify for any other elective office shall submit written notification to the City Manager who will determine, and so advise employee, whether a conflict of interest exists.

B. Employees MAY NOT:

1. Use official authority or influence for the purpose of interfering with an election or nomination for office, coercing or influencing another person's vote, or affecting the result thereof.

2. Directly or indirectly coerce, attempt to coerce, command or advise a State or local officer or employee to pay, lend or contribute anything of value to a party or candidate.

3. Interfere in any other way with the personal right of any officer or employee.

4. Campaign in uniform while wearing City insignia or while on duty.

5. Act in any manner which would lead the public to believe that their political activities constitute the position of the City or have been officially endorsed by the City.

3.07 Employment of Relatives

No City official, department head, or supervisor may appoint, employ, promote, advance or be influential in any way in the employment of any individual who is a relative, as defined on page 2-3 herein, of a City official, department head, or supervisor. Further, no relative of an employee may be hired by the City to fill a position which would cause the current employee to either have jurisdiction over or be subject to the jurisdiction of the relative.

3.08 Outside Employment

A. Employees are discouraged but not restricted from engaging in other employment during their off-duty hours. However, City employment shall be considered the primary employment. No employee may engage in outside employment which would have an effect on or interfere with employment with the City.

B. Any employee desiring to pursue outside employment shall request, in writing, approval from the department head.

C. The department head may reject the request if it is deemed to affect or interfere with City employment. Any notice to engage in outside employment previously granted under these Policies may be canceled or terminated at any time by the City upon giving ten (10) working days written notice to the employee concerned.

D. Employees sustaining injuries while engaged in outside employment are ineligible to receive benefits under City Worker's Compensation as a result of disability resulting from the outside employment.

E. Equipment, facilities, vehicles or property of the City shall not be used by employees for outside employment or for any purposes other than the performance of City work.
3.09 Public Relations
A. The City's employees shall at all times be courteous, friendly, and helpful to all persons seeking help or information.
B. As information concerning subjects under discussion by the City Council is unreliable unless confirmed by the Mayor or designee, premature discussion of such subjects may cause misunderstanding and confusion. Therefore, employees shall courteously decline to reveal or discuss subject matter yet to be confirmed, and should refer interested persons to the employee's department head, City Manager or the Mayor.
C. No employee shall publish a news release or represent the position of the City to the news media unless authorized to do so by the Mayor or the Mayor's designee.

3.10 Solicitation and Distribution
A. Employee contributions to charitable organizations are voluntary. Coercion of an employee to make
B. Employees are prohibited from conducting or promoting private business for gain during duty hours or within any City building on City property.
C. Employees are prohibited from soliciting any other City employee on behalf of any organization, including labor unions, labor organizations or employee organizations during the working hours of any employee who is involved in the solicitation. Employees are also prohibited from distributing literature in City work areas during the working hour of any employee who is involved in the distribution. (See Section 447.509, Florida Statutes.)
D. Distribution of literature for City sanctioned programs is not restricted by this policy.

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A. Employees assigned duties dealing with the public should be properly groomed and wear neat attire that is appropriate for a professional business-like environment.

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2. To violate copyright laws, including the downloading or exchanging of pirated software, copying software to or from any computer, or downloading copyrighted material for unauthorized duplication.

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D. Agreement and Consequences

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An employee's use of the Internet may be monitored by the City. There can be no anticipation that this use is private or protected. Employees using the Internet must agree that the City has the right to review, audit, intercept, monitor and disclose all communications sent or received through City-provided access to the Internet.

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The availability and use of the personal computer within the work environment has provided many opportunities for enhancement of productivity and effectiveness. But, these new technologies also entail the opportunity for rapid transfer and broad distribution of sensitive information that can have damaging effects on the City and the City's employees utilizing these electronic systems. Therefore, it is the policy of the City of Mount Dora that all employees abide by the guidelines set forth herein when using electronic
messaging devices such as Email.

City employees are responsible for the information that he or she puts into the system. While the City of Mount Dora has the right to review and delete messages in the system, it is not possible for the City to be aware of all messages in the system at all times. As such, the City of Mount Dora disclaims any responsibility for unauthorized messages appearing in the electronic mail system. Views expressed on the electronic mail systems are not to be taken as the views of the City of Mount Dora unless approved by the City Manager or designees.

Accepted procedures and guidelines should be followed when using Email communications, participating in Email discussion groups, transferring files within Email from other computers, or disseminating information to others on the Internet via Email. City employees also have an obligation to be aware of computer security and privacy concerns and to guard against computer viruses within Email.

B. Acceptable Uses

1. A fast means of communication to include the transmission of information data, and messages related to the business of the City of Mount Dora.

2. Communication and exchange for current news regarding emergency conditions, legal rulings, or other conditions affecting governmental decisions. Newsgroups, Usenets and Listservs (electronic Discussion groups) are excellent resources for sharing information with other professionals. Use with restraint.

C. Unacceptable Uses

1. To download any software programs. Downloaded information shall be limited to messages, mail and data files. No software program files shall be downloaded without prior approval of MIS due to the threat of acquiring a virus or version mismatches on supported software, and to comply with standards in place. Contact MIS with downloading and software update needs.

2. To violate copyright laws, including the downloading or exchanging of pirated software, copying software to or from any computer, or downloading copyrighted material for unauthorized duplication.

3. To deliberately view certain sites on the Internet that contain information that is not appropriate for City use. This information shall not be knowingly accessed or downloaded. This material includes adult forums, pornography and game sections.

4. To vandalize, damage or disable the property of another person or organization.

5. Unauthorized commercial use or financial gain.

6. To participate in or distribute chain letters or Emails unrelated to the business of the City of Mount Dora.

D. Agreement and Consequences

The proper use of the electronic mail system is the joint responsibility of the City of Mount Dora and its employees. Any violation of the policies above is against the City’s policy and may constitute a violation of law. The consequences for any violation may include access privileges being revoked, disciplinary action according to the City’s personnel policies and procedures, or appropriate legal action.

The Email system is to be used for business purposes only. An employee’s use of the electronic mail system may be monitored by the City. There can be no anticipation that this use is private or protected.
Employees using the electronic mail system must agree that the City has the right to review, audit, intercept, monitor and disclose all communications sent or received through the electronic mail system.

It is the employee's responsibility to ensure the security of their Email and data files is maintained. Employees should not share their passwords with unauthorized individuals or otherwise breach the security of the electronic mail system.

Keep in mind a forwarded message may not necessarily be an exact duplicate of the original. A forwarding party can alter the original message.

Employees shall observe copyright restrictions of any documents sent through or stored on electronic mail.

_For further clarification regarding the use of City Internet and Email services, please consult the latest version of the City's IT Policy Manual._

### 3.18 Policy Against Fraudulent Or Dishonest Acts

1. It is the policy of the City of Mount Dora that all Public Officials and employees shall adhere to the City's Standards of Conduct, the Code of Ethics for Public Officers and Employees as stated in Chapter 112, Part III, Florida Statutes, and this policy against fraudulent and other dishonest acts. It is the policy of the City of Mount Dora that Public Officials and employees shall demonstrate and be dedicated to high ideals of honor and integrity so as to merit the respect, trust and confidence of the citizens of the City. Every Public Official and employee is responsible for the detection and prevention of fraud, is appropriations, and other irregularities.

2. It is the intent of the City of Mount Dora to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conducting of investigations. This policy applies to any irregularity, or suspected irregularity involving City Public Officials and employees as well as consultants, vendors, contractors, and any other individual or business with a relationship to the City of Mount Dora. Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to the City.

3. The term fraud can be defined as, but is not limited to, any dishonest or fraudulent act to include: intentional material misstatement of the financial statements, forgery or alteration of any document, misappropriation of funds, supplies, etc., improper handling or reporting of money or financial transactions, profiting by self or others as a result of inside knowledge, destruction or intentional disappearance of records, furniture, fixtures or equipment, accepting or seeking anything of material value from vendors or persons providing services or materials to the County for personal benefit, and/or any similar or related irregularity.

4. Opportunities for fraud may occur because of the following reasons: poor internal controls, management override of internal controls, collusion between employees and third parties, poor or non-existing ethical standards, lack of control over supervisors by managers, and type of organization. In those instances where internal controls need strengthening, the City’s external auditor may be consulted for assistance on how to enhance those controls.

5. Managers at all levels of management are expected to set the appropriate tone by displaying the proper
attitude toward complying with laws, rules, regulations, and policies.

6. Managers are responsible for establishing and maintaining proper internal controls to provide for the security and accountability of the resources entrusted to them.

7. Managers should be cognizant of the risks and exposures inherent in their areas of responsibility, and be alert for the symptoms of fraudulent or other dishonest acts.

8. All employees are encouraged to be alert for possible fraud and are required to promptly report any suspected fraud.

9. Reporting - Any employee who has knowledge or a reasonable suspicion that a fraudulent or other dishonest act has occurred, should report it through the chain of command (supervisor, manager, Department Director, Human Resource Director, or City Manager). Supervisors and managers at all levels of management who become aware of suspected fraudulent and dishonest activity are to respond in a consistent and appropriate manner and shall report the suspected activity to the next level in the chain of command to the fullest extent practicable. Should the suspected activity involve the “next level” in the chain of command, the Human Resource Director or City Manager is to be notified.

10. Investigation - The Human Resource Director has the primary responsibility for investigative actions of all suspected inappropriate activity as defined in this policy. If the investigation substantiates that a fraudulent act has occurred, the City Manager shall be promptly notified. If the substantiated fraudulent act has criminal implications, the City Manager will promptly consult the appropriate law enforcement agency as necessary. All employees shall cooperate during any investigation. Care must be taken in the investigation of suspected improprieties or irregularities so as to avoid mistaken accusations or alerting suspected individuals that an investigation is under way.

11. The City Manager will determine the appropriate action upon completion of the investigation, which may include disciplinary action.

12. The City makes every attempt to protect employees from retaliatory action due to reports of suspected fraud in accordance with section 112.3187, Florida Statutes (Whistle-blower Act). The Act protects an employee from retaliatory action by an organization against an employee who reports to an appropriate agency violation of law on the part of a public employer or independent contractor that creates a substantial and specific danger to the public's health, safety, or welfare. Additionally, the act protects employees reporting improper use of a government office, gross waste of funds, or any other abuse or neglect of duty on the part of an agency, public officer, or employee.

As Approved by City Council: November 15, 2016
DATE:    November 15, 2016
TO:      Honorable Mayor and City Council
FROM:    Robin R. Hayes, City Manager
SUBJECT: Holiday Schedule

Introduction:
This is a request for the City Council to Authorize an Additional Holiday for employees and
approve closure of all City Facilities on December 23, 2016.

Discussion:
During this time of year business is very light in terms of customer activity during the Christmas
and New Year’s Holidays. Traditionally, we have asked you to consider adjacent time off to allow
a longer weekend for the employees and their families. Each year we consider granting
the employees extra holiday time off based on the Holiday schedule and their performance
throughout the year. Last year City Council granted additional office closings before Christmas
to allow for a longer weekend. This time is not part of the negotiated leave benefits in their labor
agreements; therefore it is discretionary by the City. The Police and Fire employees still have to
cover their shifts, but the extra time is usually arranged during the year as a convenient comp day
for employee use.

I believe this additional benefit will be appreciated by employees due to the extended time off
with their families and the fact that these days are typically not busy or productive days.

Budget Impact:
Salaries and Benefits are computed and presented as part of the budget process and included in
the Adopted 2016-17 Annual Budget.

Recommendation:
It is recommended that City Council approve Facility Closures on December 23, 2016 as an
additional Holiday for employees.

Attachment: Spreadsheet of Lake County Cities and Surrounding Cities Holiday Closures
<table>
<thead>
<tr>
<th>Closed Friday before Christmas</th>
<th>Yes</th>
<th>No</th>
<th>1/2 day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apopka</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Casselberry</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clermont</td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>Deland</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eustis</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fruitland Park</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lady Lake (e-mailed)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lake Mary</td>
<td></td>
<td>X</td>
<td></td>
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<tr>
<td>Leesburg</td>
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<td>X</td>
<td></td>
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<tr>
<td>Longwood</td>
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<td>X</td>
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<tr>
<td>Ocoee</td>
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<td>X</td>
<td></td>
</tr>
<tr>
<td>Sanford</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Tavares</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Umatilla</td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Closed Friday before New Year</th>
<th>Yes</th>
<th>No</th>
<th>1/2 day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apopka</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Casselberry</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Clermont</td>
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<td>X</td>
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<tr>
<td>Deland</td>
<td></td>
<td>X</td>
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</tr>
<tr>
<td>Eustis</td>
<td></td>
<td>X</td>
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</tr>
<tr>
<td>Fruitland Park</td>
<td></td>
<td>X</td>
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<tr>
<td>Lady Lake (e-mailed)</td>
<td></td>
<td>X</td>
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<tr>
<td>Lake Mary</td>
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<td>Leesburg</td>
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<td>Longwood</td>
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<td>Ocoee</td>
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<td>Sanford</td>
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<td>X</td>
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<tr>
<td>Tavares</td>
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<td>X</td>
<td></td>
</tr>
<tr>
<td>Umatilla</td>
<td></td>
<td>X</td>
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</tr>
</tbody>
</table>
DATE: November 15, 2016

TO: Honorable Mayor and City Council

FROM: Robin R. Hayes, City Manager

SUBJECT: Performance Review

Discussion:
This is a request for City Council to review the performance criteria suggested for use in the City Manager’s annual evaluation. The City Manager signed a contract with the City of Mount Dora which included the following section and requirements:

Section 4: Compensation.

A. The CITY agrees to pay the MANAGER an initial annual base salary of $135,000.00, payable in installments at the same time that the other management employees of the CITY are paid.

B. On or before March 1, 2017, the City Council shall vote to determine whether to add an additional $5,000.00 in compensation for the MANAGER after reviewing the progress that the MANAGER has made to that date.

C. Consideration shall be given by the City Council of the City, on or before October 1 of each year commencing in 2017, to increase the salary and other benefits payable to the MANAGER dependent upon the results of the performance evaluation conducted under the provisions of this Agreement.

D. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the CITY’s compensation policies or as reflected from actions taken by the City Council in accordance with this Agreement.
I have provided you the City of Mount Dora Performance Evaluation template, along with the Performance Objectives suggested. Each Objective includes an Action Plan and expected outcome of the objective. Some of the Objectives reflect short-term goals, while others reflect on-going goals which will transform over time.

At the next City Council Meeting the City Council will be asked to adopt proposed criteria and establish a performance acceptance grade. The first review of the City Manager’s performance will take place at the March 7, 2017 City Council Meeting.

**Budget Impact:**
City Manager’s salary adjustments have been included in the FY 2016-17 if approved through the performance review process.

**Strategic Impact:**
Success as defined by the performance review and the City Council.

**Recommendation:**
It is recommended that City Council establish a performance review annual evaluation criteria for the City Manager, along with established performance grades.

Attachment: Performance Review Document
Performance Review
City of Mount Dora

Please complete this form and document the degree to which the employee demonstrates behaviors associated with functional competencies. Place a number on the continuum measuring performance on a scale of 1-10 (10 equals “outstanding”). If possible, note examples of specific assignments or instances to support your review.

<table>
<thead>
<tr>
<th>Competencies to be reviewed:</th>
<th>Professional Skills</th>
<th>Review completed by:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Interactive Skills</td>
<td>□ Council Member</td>
</tr>
<tr>
<td></td>
<td>Administrative Skills</td>
<td>□ Mayor</td>
</tr>
<tr>
<td></td>
<td>Performance Expectations</td>
<td>□ City Manager</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Department Head</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Self</td>
</tr>
</tbody>
</table>

Performance Review for: City Manager;_____________________

Reviewer Signature/Date

City Council Agenda packet - November 15, 2016
Page 122 of 259
Please enter a number on the continuum, indicating to what degree the individual demonstrates the behavior associated with each item.

### PROFESSIONAL SKILLS:

<table>
<thead>
<tr>
<th>Skill</th>
<th>Unsatisfactory</th>
<th>Good</th>
<th>Outstanding</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Knowledge</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Possesses working knowledge</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>of all phases of the job.</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Completes tasks efficiently</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Remains up-to-date on changes</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>and technology related to job.</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

### Judgement:

<table>
<thead>
<tr>
<th>Skill</th>
<th>Unsatisfactory</th>
<th>Good</th>
<th>Outstanding</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ability to make sound and</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>proper decisions by drawing</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>on expertise with minimal</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>negative effects on Council</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>and Staff relations.</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Takes responsibility for</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>decisions</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

### Technical Knowledge:

<table>
<thead>
<tr>
<th>Skill</th>
<th>Unsatisfactory</th>
<th>Good</th>
<th>Outstanding</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Possesses a high level of</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>knowledge and thorough</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>understanding of the business</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>to achieve fiscally</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>responsible solutions.</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

**Total Comments: ____________________________________________________________

### INTERACTIVE SKILLS

<table>
<thead>
<tr>
<th>Skill</th>
<th>Unsatisfactory</th>
<th>Good</th>
<th>Outstanding</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interpersonal Relationships</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Willingly demonstrates ability</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>to cooperate, work and</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>communicate with Council,</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>subordinates and outside</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>contacts.</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

### Communication:

<table>
<thead>
<tr>
<th>Skill</th>
<th>Unsatisfactory</th>
<th>Good</th>
<th>Outstanding</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effectively expresses herself</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>in individual and group</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>situations. Conveys thoughts</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>and ideas clearly and</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>concisely.</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

### Responsiveness:

<table>
<thead>
<tr>
<th>Skill</th>
<th>Unsatisfactory</th>
<th>Good</th>
<th>Outstanding</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Responds quickly to the</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>requests of Council, Staff</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>and Residents.</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

### Follows Direction:

<table>
<thead>
<tr>
<th>Skill</th>
<th>Unsatisfactory</th>
<th>Good</th>
<th>Outstanding</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Understands and follows</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Council’s direction.</td>
<td></td>
<td>5</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

**Total Comments: ____________________________________________________________

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PERFORMANCE BASED COMPETENCIES continued

Please enter a number on the continuum, indicating to what degree the individual demonstrates the behavior associated with each item.

<table>
<thead>
<tr>
<th>ADMINISTRATIVE SKILLS</th>
<th>Unsatisfactory</th>
<th>Good</th>
<th>Outstanding</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Lowest</td>
<td></td>
<td>Highest</td>
<td></td>
</tr>
<tr>
<td>Coordination</td>
<td>0</td>
<td>5</td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>
- Ability to work with others as a team and express individual viewpoint while considering and learning from the input of others.

Planning and Organization: Establishes appropriate course of action for self and subordinates to accomplish goals; makes proper assignments of staff and appropriate use of resources; sets realistic objectives with appropriate time frames.

Adherence to Policies and Procedures: Properly interprets and applies City, division and/or department policies/procedures to overall job responsibilities.

Orientation Towards Results: Ability to initiate projects, anticipate changes or needs, set new priorities, follow through and meet deadlines

Total

Comments: ______________________________________________________________________________

PERFORMANCE OBJECTIVES

List (in order of importance) four - five specific and measurable objectives you would like the employee to complete by the next review date. Describe in detail the action plan needed to achieve the desired results.

A compilation of objectives will be provided to Council upon completion of this review process. Council will then prioritize the complete list, providing the employee with 4-5 high priority objectives to be completed for the next review period.

Objective:
1. Build a cohesive and understood “leadership philosophy” with the staff, community, and City Council.

Action Plan:
Lead by example consistently administering the goals, objectives, and policies set-forth by the City Council. Meet with staff on a regular basis to report accomplishments based on pre-determined expectations, and participate in community forums expressing the City’s operational direction.

Objective:
2. Conduct goal setting and strategic planning workshops.

Action Plan:
A. Establish a workshop quarterly to review and reaffirm goals and objectives with the strategic plan.
B. Workshop the budget to align with the City established goals.

Objective:
3. Systematically begin the economic drive in developing:
   A. Innovation District
   B. Triangle District
   C. Continuing to enhance the CRA & NECRA
   D. Infrastructure within the City
**Performance Based Competencies Continued**

<table>
<thead>
<tr>
<th>Action Plan:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Changes to the annexation rules; presenting /hiring consultants to support goals of each discipline and area of specialty to achieve desired outcome; update City Council on each master plan and study during workshops.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Objective:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Develop a reporting mechanism reflecting City projects /programs.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Action Plan:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide performance measures and accomplishments reported by each department monthly to the City Council and post on the website.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Objective:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5. Transparency</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Action Plan:</th>
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<tbody>
<tr>
<td>Use the website to post departmental progress and provide standard customer service report requests.</td>
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<thead>
<tr>
<th>ACCOMPLISHMENTS and CONTRIBUTIONS</th>
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<tbody>
<tr>
<td>Describe the accomplishments and contributions the employee has made during the review period in areas other than those covered by specific objectives.</td>
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**Comments:**

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**PERFORMANCE BASED COMPETENCIES continued**

<table>
<thead>
<tr>
<th>MAJOR STRENGTHS</th>
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*Comments:___________________________________________________________________________
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<th>AREAS NEEDING IMPROVEMENT</th>
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*Comments:___________________________________________________________________________
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### PERFORMANCE BASED COMPETENCIES continued

<table>
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<tr>
<th>TRAINING and DEVELOPMENT</th>
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<tr>
<td>What training and/or development activities should the employee undertake during the next review period?</td>
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</table>

**Comments:**

____________________________________________________________________________

____________________________________________________________________________

**ADDITIONAL EMPLOYEE COMMENTS:**

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

Discussed with employee on: ____________/_____________/____________

Employee Signature: _____________________________________________

Date: ______________________________________________
DATE: November 15, 2016

TO: Honorable Mayor and City Council

FROM: Robin R. Hayes, City Manager

SUBJECT: Strategic Planning

Discussion:
This is a request for City Council to schedule a workshop to review the Strategic Plan Report that was created by Marilyn Crotty, Institute of Government – University of Central Florida. The City Council is being asked to schedule a workshop to begin moving the City into the next phase of the Strategic Plan by refining the initial one (1) to two (2) year Goals and Objectives that are preliminarily established in the report. The City Council will determine measures to clearly outline the parameters and those measures will be used by the City to define success in accomplishing the Goals and Objectives.

Budget Impact:
The Strategic Plan will not impact the budget until the plan is matched to the budget and used as business plan for future growth and development.

Strategic Impact:
Success as defined by the City Council and the Citizens of the City of Mount Dora.

Recommendation:
It is recommended that City Council establish a Strategic Planning Work Shop Date and establish parameters in determining success of the implemented goals and objectives defined in the Strategic Plan.

Attachment: Strategic Plan Report
INTRODUCTION

The City of Mount Dora City Council held a Strategic Planning Workshop on July 9, 2016. Ms. Marilyn Crotty, director of the Florida Institute of Government at the University of Central Florida facilitated the session.

The Mayor, the Council Members, and senior staff participated in the day-long workshop that was held at City Hall. Ms. Crotty asked the elected officials to speak about their visions for the future of the city in 2026. After conducting an environmental scan, the participants assessed the strengths, weaknesses, opportunities and threats facing the City of Mount Dora.

The Council then identified strategic issues that should be addressed in the next few years. The list of issues was incorporated into eight goals for the city and objectives under each goal were specified. The final activity of the workshop was the selection of priority objectives for implementation. The objectives receiving support from at least four of the elected officials were identified as Tier One priorities objectives. Those receiving support from at least 3 council members are designated Tier Two priorities. All of the rest of the objectives were listed as Other Objectives.

This report is a summary of the discussions and conclusions of the workshop.
VISION – CITY OF MOUNT DORA, 2016

The Mayor and Council Members were asked to describe their visions for the future of the city ten years from now. The following comments were shared:

Planned and controlled growth
Infrastructure in place – citywide
Maintain image – festival/dining
Still in Top 10 for retirement
Tree lined streets
Parking garages – satellite
Foot traffic
Innovation district – half full (university, medical)
Highland St – uptown – own flavor
NECRA – Council member
Redrawn districts
Athletic Park across highway
  (Connected) exercise, water facility, bike and walking, adult and children activities
Adequate revenues
Some light industry – clean
Commercial development – 441
Annexion
Not known as a “retirement” community – good mix – attract younger residents
Maintain downtown Mt. Dora
More artist downtown – studios
  “Art roots” – antiques
Open opportunities for campaigning throughout city
Nature trails
Signature festivals – some limits
Right kind of economic development
  Small tech, light industry
Jobs so young people will return to Mt. Dora
Housing opportunities
Enhanced education – higher & K-12
Parks in District 4
Parking solutions – small facilities
Accessibility – parking, trails
Ethos – transparent, open, easy to work with government
  Feeling people get when visiting Mount Dora
Keeping up with infrastructure
Population growth
Maintaining unique aura – beauty
Promoting city nationally to attract families
Expanded downtown to Highland and beyond
NECRA – historical opportunities
  Expansion from downtown
Unique public transportation
Historical tours
Historical museum – NECRA?
Recreation expanded
Enhanced city staff – attract quality staff

EXTERNAL ISSUES & TRENDS

The group discussed trends and issues that are occurring in the international, national, and state environment that may have an impact on the city in the near future. The following external forces were identified as significant for the City of Mount Dora:

Terrorism – preparation
Aging population – baby boomers
More retirees coming to Florida
Multiculturalism
Space industry – come-back
Over population
  Water supply
More need for solar energy
Sea level rise
More sink holes
Erosion of home rule by Florida Legislature
  Need to engage
Living longer – active elders
  Quality of life
Socio-economic relationships
  Shrinking middle class
  Haves and have-nots
  Leading to divisiveness
Federal Mandates – inclusion, compliance
  Affordable Care Act
Public expectation for transparency
Adversarial relationships
  City vs. State – need more collaboration among govt. entities – county/city; city/city
Technology – changes
  Autonomous vehicles
Expectations from citizen
  Fast service – response
Information explosion
Social media
  Positive/negative
Diminishment of trust in government
Quick responses maybe without thought
Need be fast – moving (technology speed)
Loss of human contact/connection
  High tech/hi touch
Privacy rights
INTERNAL ISSUES & TRENDS

The group analyzed internal trends and issues that may have an impact on the city. The following items were identified:

- Food insecurity – high rate of poverty – seniors, children
- Caring community – volunteerism
- Terrorism – preparation- security system
- Inclusive - welcoming
- Competing worldwide for jobs, etc. – globalization
- HOA’s restrict campaigning
- Leader in Lake County for moving forward – growth
- Interagency agreements
  - Open communication
- Demand on resources greater than ability to provide
- Population increasing
- Flexible approach to problem-solving; hiring personnel
- Need for informal interactions
  - Council – staff
- 2019 Comp Plan – EAR
- Envision plan – updated
- More citizen involvement
- Two year term – constraint/but supported by residents
- Move forward with issues at hand
The Council and staff then identified what they perceive as strengths and weaknesses of the city and its government. They also identified opportunities and threats that the city faces. The following chart is a compilation of these ideas. The number in parentheses () next to each comment indicates how many participants made this comment.

<table>
<thead>
<tr>
<th>STRENGTHS</th>
<th>WEAKNESSES</th>
<th>OPPORTUNITIES</th>
<th>THREATS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff (9) – outstanding; professional(2); great depth of knowledge and experience; great (2) dedicated</td>
<td>Staff (9) – lack of succession planning dealing with decimated key staff departing; lack of staff in maintenance and repairs; dangerously understaffed in key areas; need more; appropriate staffing; short staffed in some areas;</td>
<td>Growth (5) – poised for future growth; smart growth; room to grow; potential for growth; proper management of future growth</td>
<td>Economy (3) - including global; fragile; downturn in economy</td>
</tr>
<tr>
<td>Community (4) – involvement; sense of community; educated; high level of volunteerism</td>
<td>Council (5) – 2 year terms; new council micro-managing staff; No leadership; comment time over run with non-agenda items; lack of understanding of policy role for council</td>
<td>Innovation District (3) – preparation for district growth; world class</td>
<td>Staff (2) - loss of staff due to low wages or overworked – need backups</td>
</tr>
<tr>
<td>People (3) – great; outspoken; care deeply for Mount Dora</td>
<td>Political (2) - slander</td>
<td>Expanded ways of citizen communication</td>
<td>In Fighting (2) - within Tri-Cities; and negativism</td>
</tr>
<tr>
<td>Historic (3) – downtown; concerned about historic preservation</td>
<td>Attorney (2) – lack of effective use of City Attorney; letting a good city manager and Assistant City Manager and Attorney go without reason</td>
<td>Developing a comprehensive public building analysis inventory</td>
<td>Not able to go into HOA’s during election</td>
</tr>
<tr>
<td>Downtown (2) – charming; beautiful</td>
<td>Bench strength (2) – of employees</td>
<td>Social media expanded use</td>
<td>Growth (2) – pressures; not planning enough for future growth</td>
</tr>
<tr>
<td>Cooperation from State, County, surrounding communities</td>
<td>Cumbersome development process</td>
<td>Regular updates of long term planning</td>
<td>Someplace special (2) - Losing; over-development that could spoil charm of “someplace special”</td>
</tr>
<tr>
<td>Kim</td>
<td>Decisions without knowing citizen desires</td>
<td>Region leader with the right niche</td>
<td>Property tax burden moves people out of town</td>
</tr>
<tr>
<td>Vision</td>
<td>Lack of attention to infrastructure</td>
<td>Focus on outputs not inputs</td>
<td>Lowered revenues</td>
</tr>
<tr>
<td>Diversity of ideas</td>
<td>“Sunshine on government” group false accusations</td>
<td>Increase bike/walk paths w/ 441 and 46 plus Wekiva Parkway</td>
<td>Encroachment from Orlando. Don’t want to be a suburb of that</td>
</tr>
<tr>
<td>Character</td>
<td>Online capabilities</td>
<td>429</td>
<td>Politics</td>
</tr>
<tr>
<td>City location topography</td>
<td>Fund balance</td>
<td>Economic Development</td>
<td>Loss of privacy</td>
</tr>
<tr>
<td>Progressive and inclusive</td>
<td>Lack of transportation</td>
<td>Intergovernmental cooperation</td>
<td>City’s image w/digital media</td>
</tr>
<tr>
<td>Reputation as FL “festival city” (Visit Mount Dora)</td>
<td>Taking on more debt</td>
<td>Develop a special events department w/in Parks &amp;</td>
<td>Land locking the city</td>
</tr>
</tbody>
</table>
### Natural beauty, lake front, trees, quaint charm
Lack of formal ethics program process
Continuation of plans for streetscape and envision Mount Dora Plan
Political distrust of council by public (perception)

### We have invested in quality of life in our parks
Lack of industry and high paying jobs
Make a Citizen Centric City
Undefined succession planning

### Physical growth potential
Entrenched “we/they” feelings. These often involve concerns about favoritism
Expand services in Parks and Recreation ex. Community Center
Nearby cities – smarter – quicker competition

### Great fire department
Division of city
Location, location, location
Terrorism and public security of public and government

### Safe city
Calling oversight mistrust
Proactive public relations
Division

### Solid police department
Distrust
Being quick in solutions
Lack of funding

### Employees willingness to help
Revenue
Tri-Cities (2) Tri-City approach to problems; Collaborative meetings with Tri-City governments
Political divisiveness

### Strong commitment to special events
Communication from staff to Council
Lakefront usage – balance “development with need for Green Space
Big City problems with growth

### Balanced budget
Resources
Use of CRA assets to improve accessibility
Failure to timely address parking needs

### Taxable values
More staff is solution to issues belief
Vacant land to East
Technology – keeping up

### Common love for Mount Dora
Unfriendly business environment perception
Still have time to invest in the direction we are headed to
Perception of being non-inclusive

### Commitment to excellence
Acceptance of new ideas
Growing socio-economic divide locally

### Marketable city to different age groups/demographics
City Fire Department non-compliance w NFPA standards
Not keeping up with repairs and lack of funding and staff

### Public perception of Mount Dora
Can’t run departments or programs entirely or efficiently with only volunteers

<table>
<thead>
<tr>
<th>STRATEGIC ISSUES</th>
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<tbody>
<tr>
<td>The Council and staff identified strategic issues and organized them into like categories:</td>
</tr>
</tbody>
</table>

**Economic Development**
- Hiring Director
- Evaluation and assessment of special events
- Marketing of city – branding

**Infrastructure**
- Right-of-ways for infrastructure easements
Facilities for future growth
New Public Works building
Maintenance of infrastructure (buildings, roads, water, sewer, sidewalks)
Expansion of utilities
Technology needs
Enhanced fiber optics

**Human Resources**
Staff shortages
Increase staffing levels – Fire (NFPA Standards), Police, Building Maintenance,
Staff – pay and benefits, development, succession

**Fiscal**
Needs assessment tool for justifying resource allocation
Strategies for increasing revenues/fund balance
Balance citizen ability to pay with city budgetary needs

**Community engagement**
Increase 2-way communication with citizens
Coordinating volunteers
Update implementation of Envision Plan

**Growth Management**
Plan for dealing with growth related to innovation district, Wekiva Parkway
Expediting parking study
New Parks and Recreation Master Plan
Maintenance of Mt. Dora as a “special place”
Streetscape implementation
Increased accessibility throughout city - intermodal

**Enhanced Public Safety**

**Council Effectiveness**
Council Development
  Training, etc.
  Workshops and educational presentations

*The Council confirmed that the eight strategic issues listed above were appropriate goals for the city. The Council then identified objectives under each goal. They then selected priorities. Any objective that received support from four or more Council Members (identified by number in ( ) in front of each objective) is considered a Tier One priority. Objectives with support from at least three elected officials are Tier Two priorities. The rest of the objectives are listed as Other. There is no significance to the order in which the goals and objectives are listed.*
GOALS AND OBJECTIVES

GOAL - ECONOMIC DEVELOPMENT

Priority Objectives

Tier One

(5) Hire Economic Development Director

(4) Create an Economic Development Plan – to include marketing and branding

Tier Two

(3) Evaluation and assessment of special events

GOAL – INFRASTRUCTURE

Priority Objectives

Tier One

(5) Maintenance of existing infrastructure

Tier Two

(3) Master plan for future infrastructure utilities, buildings

(3) Construct new Public Services Building

Other Objectives

(0) Develop Comprehensive Technology Plan (including fiber optic, hardware, software)

GOAL - HUMAN RESOURCES

Other Objectives

(2) Conduct staffing needs assessment – current and future (levels)

(1) Conduct pay and benefits assessment

(1) Do succession planning

(0) Continue providing continuing education and development for council, education boards, staff (including ethics)
GOAL – FISCAL

Priority Objective
Tier One

(4) Develop strategies for increasing fund balance (additional revenue/revenue sources) - including financial forecasting

Other Objectives

(2) Develop assessment tool for justifying resource allocation

GOAL – COMMUNITY ENGAGEMENT

Priority Objective
Tier Two

(3) Update and implement Envision Plan

Other Objectives

(1) Enhance the use of volunteers with improved coordination and assessment
(0) Increase 2-way communication through a variety of methodologies

GOAL – GROWTH MANAGEMENT

Priority Objectives
Tier One

(5) Plan for future growth of innovation district including appropriate annexations, land use designations, etc.
(4) Develop a new master plan for parks and recreation

Other Objectives

(1) Review and implement parking study as appropriate
(0) Implement phase 4 and 5 of Streetscape Plan
(0) Develop city-wide intermodal mobility plan
GOAL - PUBLIC SAFETY

Other Objectives

(1) Achieve and maintain accreditation for public safety entities

(1) Assure enhanced security at City Hall

(1) Develop long range plan for public safety needs as city grows (facility, personnel, vehicles, etc., equipment)

(0) Achieve and maintain NFPA standards for personnel

GOAL - COUNCIL EFFECTIVENESS

Priority Objective
Tier One

(4) Conduct periodic/regular council workshops and educational presentations

Other Objectives

(0) Reinstitute regular meetings of Tri-City elected officials

(0) Promote legislative advocacy by council through various mechanisms
PRIORITY OBJECTIVES

Tier One

(5) Hire Economic Development Director

(5) Maintenance of existing infrastructure

(5) Plan for future growth of innovation district including appropriate annexations, land use designations, etc.

(4) Create an Economic Development Plan – to include marketing and branding

(4) Develop strategies for increasing fund balance (additional revenue/revenue sources) - including financial forecasting

(4) Develop a new master plan for parks and recreation

(4) Conduct periodic/regular council workshops and educational presentations

Tier Two

(3) Evaluation and assessment of special events

(3) Master plan for future infrastructure utilities, buildings

(3) Construct new Public Services Building

(3) Update and implement Envision Plan
DATE: December 6, 2016

TO: Honorable Mayor and City Council

FROM: Robin R. Hayes, City Manager

SUBJECT: Purchasing Policy Update Draft

Introduction:

This is a request for the City Council to review the purchasing policy that is included in this packet, prior to final adoption.

Discussion:

Highlights of the policy include:

- Primary function is to obtain the best quality of goods or services from the most qualified provider at a reasonable price.
- Provide for a control mechanism for requisitions along with appropriate levels of oversight and documentation on how purchases are processed (Chapter 13).
- Setting purchasing limits at the appropriate dollar limits for items purchased (Chapter 2).
  - Purchases Under $3,000 verbal quotes (no documentation required).
  - Purchase Between $3,000 and $25,000 three Competitive written quotes.
  - Purchases over $25,000 will be required to go through a bid process and the City Council will approve.
- Purchasing Cards have been incorporated in the policy (Chapter 18)
- Other options which may be used to acquire goods and services are outlined in the policy including but not limited to allowing the City to the use piggyback contracts from other governmental agencies, purchasing from State or other consortium contracts (Chapter 2).

Budget Impact:

None

Strategic Impact:

This policy sets the tone for how purchases shall be conducted.
**Recommendation:**

No recommendations from staff are provided at this time. The initial stage is to allow Council to review the policy and make any suggestions for discussion. Based on the suggestions and the policy presented staff will move forward with formal adoption of the policy.

Attachments: 1. Revised Purchasing Policy  
2. Previous Purchasing Policy

Prepared by: John Bruce, Purchasing/Property Manager  
Reviewed by: Mike Sheppard, Finance Director
PURCHASING POLICIES MANUAL

November 2016

CITY OF MOUNT DORA

PURCHASING DIVISION

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FAX: 352.735.4789
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INTRODUCTION
This Purchasing Policies Manual was written to guide City employees and officials when procuring goods or services for the City. It may be used as a training manual for the new employee or newly elected official, or it may be used by the experienced as a refresher or reference manual.

The manual establishes policies, procedures, and guidelines relating to the procurement, and disposal of supplies, services, and construction, under the authority of Ordinance 2015-28. The American Bar Association’s “Model Procurement Code for State and Local Governments” was also used a guide.

This Manual is meant to be dynamic and allows for easy change with changing conditions. City employees and officials are encouraged to submit their suggestions for change or improvement of the Manual in writing, and they will be considered in the next review of the Manual.

The purpose of this Manual is to provide for the fair and equitable treatment of all persons involved in public purchasing with the City of Mount Dora, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

APPLICATION

This Manual applies to the procurement of supplies, services, and construction. The Policies shall apply to all expenditures of public funds by the City, irrespective of the source. When the procurement involves the expenditure of grant funds, the procurement shall be conducted in accordance with any applicable mandatory laws and regulations of the granting agency, whether or not they are reflected in the applicable ordinances or Manual. Nothing in this Manual shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest which are otherwise consistent with law.

CHAPTER 1 - PURCHASING DIVISION AUTHORITY
POLICY 1.1 PURCHASING DIVISION POWERS

The Purchasing Division is given the power, duty, authority, and responsibility to purchase or contract for all commodities, equipment, and services on behalf of the City of Mount Dora. It shall coordinate and exercise control of the acquisition of commodities, equipment and services, selection of bidders, and awarding of purchase orders and contracts to vendors.

The Purchasing Manager shall have the authority for the following:

(a) To promulgate regulations governing the procurement, management, control, and disposal of any and all supplies, services, and construction to be procured by the City, subject to the approval of the City Manager.

(b) Purchase or Contract: To perform the duties specified in connection with the purchase or contract for all supplies and contractual and professional services needed by any using agency which derives its support wholly or in part from the City, when authorized, in accordance with the Policies and Procedures Manual, and such rules and regulations as may be adopted for the internal management and operation of the Purchasing Division and such other rules and regulations as shall be prescribed by the City Manager.

(c) Exceptions Prohibited: The authority of the Purchasing Manager to negotiate or cause to be negotiated all purchases for all using agencies shall not be abridged, except as required by Charter.

(d) Unauthorized Purchases: Except as herein provided, purchases made without the written consent of the Purchasing Manager shall be considered illegal, and referred to the City Manager for judgment as to penalty. Except as herein provided, it shall be illegal for any City officer, employee, or other person to order the purchase of any materials, supplies, or services.

(e) Disqualification of Bidders: Have the authority with the consent of the City Manager to declare vendors who default their quotations as irresponsible bidders, and to disqualify them from receiving any business from the City for a stated period of time.

(f) Requisitions and Estimates: All using agencies, either by or with the authorization of the head of the department under which the using agency operates, shall file with the Manager detailed requisitions or estimates of their requirements in supplies and services in such manner, at such time, and for such future period as the Manager shall prescribe.

(g) Intergovernmental Cooperation: The City declares its intent to cooperate with the Federal Surplus program, state, county and municipal cooperative purchasing programs. The City may purchase off any current contract of another government entity established by a formal competitive sealed bid or proposal process, and any other similar programs, including GSA contracts and State of Florida SNAPS Agreements that will provide the City with low cost, quality equipment, materials, supplies, and services.

(h) To evaluate contracts let by any other government entity for the provision of commodities...
and contract services, and when it is determined to be cost-effective and in the best interest of the City, to enter into a written agreement and/or Purchase Order. A copy of the award and the contract shall be retained by the Purchasing Division, and proof of insurance, licenses, and any other requirements of the awarding entity’s bid specifications shall be obtained by the using department, and a copy provided to the Purchasing Division.

(i) To interpret this Manual.

POLICY 1.2 PURCHASING MANAGER DUTIES

(a) The Purchasing Manager shall procure for the City the highest necessary quality in materials and services at the least expense to the City, following the applicable laws, policies, and procedures.

(b) The Purchasing Manager shall advise and assist the City Manager in the formulation of policies and procedures in connection with the procurement activities of the City.

(c) The Purchasing Manager shall be the final review of the specifications for correctness, competitiveness, and suitability.

(d) The Purchasing Manager shall be a member (non-voting) of Selection Committees for professional and consulting services to guide the Committees in the prescribed process.

(e) It shall be the responsibility of the Purchasing Manager to maintain and secure all documents relating to each bid in its bid file.

(f) It shall be the responsibility of the Purchasing Manager to maintain and retain the records of his/her office in compliance with the State of Florida’s record retention laws.

(g) The Purchasing Manager shall be familiar with the State of Florida and other Florida based contracts for commodities and services which are available for use by the City.

(h) The Purchasing Manager shall be familiar with applicable Purchasing laws, policies, and procedures.

(i) It shall be the responsibility of the Purchasing Manager to write, oversee review and revision, and distribution of this Manual. The Purchasing Manager shall maintain a list of the recipients of this Manual, and distribute all revisions to them.

(j) Maintain lists of qualified vendors, and mail specifications to those vendors. When the list for a commodity or service is too long, the Purchasing Manager shall use his/her discretion developing the mailing list.

(k) The Purchasing Manager may remove a vendor from the vendor list for failure to reply to three consecutive invitations, or for non- or unsatisfactory performance on a previous contract.

(l) To supervise the work of the personnel in the Division.
(m) To keep informed of new entries in the marketplace, and new procedures in the purchasing profession.

(n) The Purchasing Manager shall perform such other duties as may be required by the City Manager.

(o) With the approval of the City Manager, the Purchasing Manager may delegate all or some of her/his responsibilities to another.
SECTION A - COMPETITIVE SEALED BIDDING, INVITATION TO BID (ITB)

POLICY 2.1 CONDITION FOR USE

Competitive sealed bidding is the preferred method for the procurement of supplies, services, or construction.

The Invitation to Bid shall include specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the Invitation. It shall include the following:

(a) Instruction and information to bidders concerning the bid submission requirements, including the time and date set for receipt of bids, the address of the office to which bids are to be delivered, and any other special information;

(b) The purchase description, evaluation factors, delivery or performance schedule, and such inspection and acceptance requirements as are not included in the purchase description; and

(c) The contract terms and conditions, including warranty and bonding or other security requirements, as applicable to the procurement.

POLICY 2.2 LIFE CYCLE COST OR TOTAL COST BID

A Life Cycle Cost or Total Cost Bid may be used when it is desirable to award on the basis of the cost to the City to acquire and use the goods or services over a period of time. An example would be a copier. The Invitation to Bid would require bidders to supply the price of the copier, its electric usage, the cost of maintenance, and the cost of supplies for five years’ usage, or for making a specific number of copies. The lowest cost is determined by adding together the costs of each of these components.

POLICY 2.3 PUBLIC NOTICE

The Invitation to Bid must be publicly advertised in at least one legal newspaper having general distribution, and at least ten working days preceding the day set for the receipt of bids or proposals. Bids shall be solicited from an adequate number of known suppliers.

Pre-selected bid lists, posting in public places, and publication in trade journals and magazines are additional steps to attract competition, when used in conjunction with newspaper advertising. Proof of publication of the advertisement shall be placed in the Bid file.

In lieu of mailing specifications, a post-card or letter-form Notice may be mailed to prospective bidders, informing them of the bid and how to obtain specifications.

If grant money is involved, the advertisement shall so state, and state that compliance with all applicable federal, state, and local laws, rules, and regulations is required. Such regulations shall be incorporated into the specifications.

POLICY 2.4 RECEIPT OF BIDS
Upon its receipt, each bid shall be time-stamped, but not opened, and shall be stored in a secure place until the time and date set for bid opening.

**POLICY 2.5 BID OPENING**

All timely bids shall be opened publicly at the time, date, and place announced in the advertisement and Invitation to Bid. The responses shall be read aloud by the Purchasing Manager or his/her designee, and recorded by the City Clerk or his/her designee.

Bids received after the time and date specified shall be late and not considered, unless the bid would have been received timely except for the action or inaction of Purchasing Division personnel and the bid has not yet been awarded.

If the bids are lengthy or contain many items, at the discretion of the Purchasing Manager, only the names of the bidders may be read aloud. If such is the case, the Purchasing Manager shall prepare a tabulation of the bids as soon after the bid opening as possible, and give it to the City Clerk for attachment to the Bid Summary.

The recorded Bid Summary prepared by the City Clerk shall be made available to anyone who requests it.

The Purchasing Manager shall tabulate all bids timely received in a manner that will facilitate comparison of the relative advantages and disadvantages of each bid.

The Bid Summary shall be signed by witnesses to the bid opening.

No responsibility shall attach to a City employee for the premature opening of a bid not properly addressed and identified in accordance with the bid documents. The employee so doing shall not read or divulge the contents of the envelope or package. He/she shall reseal the envelope, note on it that it was not properly identified as a bid, and it was resealed and not read, initial and date the note, and put it in the bid file to be opened with the other bids at the date and time advertised.

**POLICY 2.6 VARIANCES, ALTERNATES, AND MULTIPLE BIDS**

Unless specifically provided for in the specifications, variances, alternates, and multiple bids shall not be accepted. The bid shall be rejected, provided that if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid or proposal submitted by the bidder.

Multiple and alternate bids, and variances to specifications are acceptable, provided they are requested in the specifications, and the method of selection and award is clear in the specifications. A Performance Specification should be used in such instances when alternate or variances are acceptable.

**POLICY 2.7 OPTIONS**

When Options to a bid are requested, the lowest responsible, responsive base bid will be combined with such options, applied in such order as elected by the City that will produce a sum which is within the amount of funds available to finance the contract.
POLICY 2.8 BID EVALUATION

The bid, or contract, shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set for in the specifications. No bid shall be evaluated for any requirement or criterion that is not disclosed in the specifications.

POLICY 2.9 WITHDRAWAL OF BID

Bids may be withdrawn upon written request and presentation of proper identification by the bidder or his Manager at any time prior to the time fixed for opening of bids, without prejudice to the right of the bidder to file a new bid. Withdrawn bids will be returned unopened. Negligence on the part of the bidder in preparing his bid confers no right for withdrawal of the bid after it has been opened. An email, telephone or telegraphic request to withdraw a bid proposal is not acceptable.

POLICY 2.10 AWARD

The bid shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the specifications.

The using department shall review the bids and make recommendation to the Purchasing Manager. The Purchasing Manager shall add his/her recommendation to that of the using Department Head, and forward to the City Manager for award or for placement on Council agenda for Council’s award.

All Invitations to Bid, Requests for Proposals, Requests for Qualifications, Requests for Acquisition of Design-Build Services, for the amount of $25,000.00 or less shall be awarded by the City Manager. All those over $25,000.00 shall be awarded by the City Council.

A firm fixed-price contract (lump sum or unit price) shall be awarded to the responsive, responsible bidder, whose bid conforms with all the material terms and conditions of the Invitation to Bid, and is lowest in price or cost.

The City reserves the right to award any and/or all bids on an item-by-item basis or in the aggregate, whichever is deemed in the best interest of the City.

The City reserves the right to award a portion of a quantity requirement to more than one contractor. Such incremental awards are done when one contractor cannot supply the total required quantity, or if it is in the best interest of the City to have two suppliers because of commodity shortages, rationing, or the like.

The Purchasing Division shall notify the successful bidder(s) in writing of the award. The letter of award or contract is not notice to the awarded bidder to perform. Until a Purchase Order is issued, the awarded contractor shall not perform. Until a Purchase Order is issued, the funds have not been encumbered. In addition to price, all bid awards may take the following into consideration:

- The character, integrity, reputation, judgment, experience, previous performance, and efficiency of the bidder.
• The ability, equipment, capacity, financial strength, personnel resources, and skill of the bidder to perform the contract.

• The quality, availability, and adaptability of the supplies or contractual services to the particular use required.

• The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

• The quality of performance of previous contracts and whether the bidder can perform the contract within the time specified, without delay or interference.

In the event all bids exceed available funds as certified by the Director of Finance, and the low responsive and responsible bid does not exceed such funds by more than 10%, the Purchasing Manager is authorized, when time or economic considerations preclude re-solicitation of a bid of reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder in order to bring the bid within the amount of available funds.

POLICY 2.11 TIE BIDS

If there are tie bids, meaning everything except the information relating to the bidder is the same, the following methods shall be used in the order below to break the tie:

• Drug free workplace policy in place.

• The bidder that has the business within the City limits.

• If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-bidder is awarded.

• Timeliness of delivery.

POLICY 2.12 AWARD TO OTHER THAN THE LOW BIDDER

If award of bid is made to other than the low bidder, justification for doing so shall be completely documented in writing and included in the Bid File. Justification for awarding to the other than the low bidder may include: does not meet specifications (must specify how bid does not meet specifications), unsatisfactory performance on previous City contracts, unfavorable references, unable to meet project time or delivery requirements, etc.

POLICY 2.13 REJECTION OF BIDS
Any bid received after time of closing will be considered to be late and will be rejected and returned to
the bidder unopened.

The City reserves the right to reject any or all bids or parts of bids, to waive any informalities in any
bid, or to accept any bid which will best serve the interest of the City. The City also reserves the right to
reject any unit prices, for additions to or deductions from the scheduled amount of work as given in the
bid, if they are considered excessive or unreasonable, or to accept any or all of such unit prices that may
be considered fair and reasonable. If any unit price is rejected for the reasons stated herein, the work
governed by such unit prices, if required, shall be treated as a change in the work as specified in the
General Conditions, or may be cause for rejection of the entire bid.

Bids may be rejected if they show any alterations of form, additions not called for, conditional bids,
incomplete bids, erasures, or informalities of any kind. If a bid amount is changed after the amount is
originally inserted, the change should be initialed by the person signing the Bid Proposal.

If more than one bid proposal is offered to the City by any person under the same or different names,
all such bid proposals may be rejected.

POLICY 2.14 CANCELLATION OF AWARDS

The City may cancel an award or contract without cause at any time up to the time that work has
begun on the contract, or delivery has been made.

An award or contract on which work has begun or delivery made may be canceled with cause, and the
cancellation will be effective immediately upon delivery of written notice to the contractor.

An award or contract on which work has begun or delivery made may be canceled without cause, and
the cancellation will be effective 30 days after delivery of written notice to the contractor.

POLICY 2.15 MULTI-STEP SEALED BIDDING

Multi-step sealed bidding is a two-phase process consisting of a technical first phase composed of one
or more steps in which bidders submit un-priced technical offers to be evaluated; and a second phase
in which those bidders whose technical offers are determined to be acceptable during the first phase
have their price bids considered. It is designed to obtain the benefits of competitive sealed bidding by
award of a contract to the lowest responsive, responsible bidder, and at the same time obtain the
benefits of the competitive sealed proposals procedure through the solicitation of technical offers and
the conduct of discussions to evaluate and determine the acceptability of technical offers.

When it is not possible to write specifications with a description sufficient to award based on price, an
Invitation to Bid may be issued requesting the submission of un-priced offers, followed by the second
step of issuing an Invitation to Bid to only those bidders whose offers have been qualified under the
criteria set forth in the first step. The specifications may, instead, require submittal of a second sealed
envelope within the main sealed bid envelope. The second sealed envelope shall contain the prices, and
only those bids of the bidders whose offers have been qualified will be opened.
Multi-step sealed bidding may be used when it is considered desirable:
• To invite and evaluate technical offers to determine their acceptability to fulfill the purchase description requirements;

• To conduct discussions for the purposes of facilitating understanding of the technical offer and purchase description requirements and, where appropriate, obtain supplemental information, permit amendments of technical offers, or amend the purchase description;

• To accomplish the preceding prior to soliciting bid prices;

• To award the contract to the lowest responsive and responsible bidder in accordance with the competitive sealed bidding procedures.

It may be beneficial to conduct a pre-bid conference or a conference during the evaluation of the technical offers.

The policies applying to Invitations to Bid shall apply to multi-step sealed bidding.

SECTION B – PRE-BID CONFERENCES

POLICY 2.16 CONDITION FOR USE

A pre-bid conference may be held at the discretion of the Purchasing Manager to explain any part of the specifications and procurement requirements, and to allow the prospective bidders to ask questions. The pre-bid conference may be mandatory or non-mandatory. If mandatory, only those attending will be allowed to bid, so it may not be in the City’s best interest to make it mandatory. It shall be held long enough after the specifications are issued to allow the bidders to become familiar with them, but sufficiently before bid opening to allow consideration of the conference results in preparing the bid. Nothing said in the pre-bid conference shall change the specifications unless a written amendment to the specifications is issued. A summary of the conference shall be supplied to all those prospective bidders known to have received the specifications.

SECTION C – COMPETITIVE SEALED PROPOSALS (REQUEST FOR PROPOSALS) (RFP)

POLICY 2.17 CONDITION FOR USE

This form of source selection is preferred when the following conditions exist:

(a) A complete, adequate, and realistic specification or purchase description is not available.

(b) There are two or more responsible, qualified, potential sources.

(c) The procurement does not lend itself to a firm-fixed-price contract, and selection of the successful bidder cannot be made principally on the basis of price.

The RFP may contain an open invitation for new information on substitute products and services.
The specifications shall be written to require and allow for proposals to be submitted in a common format, for ease of evaluation.

Indicate in the specifications the last date for receipt of questions of a material nature.

If there is a pre-proposal conference, it should be scheduled halfway between issue and opening dates.

**POLICY 2.18 PUBLIC RECORD EXEMPTION**

Financial statements submitted as requested in an Invitation to Bid, Request for Proposals, Request for Qualifications, or Request for Letters of Interest are exempt from the Public Records Act, as set forth in F.S. 119(3)(t).

Data processing software and software that is a trade secret are exempt from the Public Records Act, as set forth in F.S. 119(3)(o).

**POLICY 2.19 PUBLIC NOTICE**

The Request for Proposals must be publicly advertised in at least one legal newspaper having general distribution, and at least ten working days preceding the day set for the receipt of bids or proposals.

Bids shall be solicited from an adequate number of known suppliers.

Pre-selected bid lists, posting in public places, and publication in trade journals and magazines are additional steps to attract competition, when used in conjunction with newspaper advertising.

Proof of publication of the advertisement shall be placed in the Bid file.

If grant money is involved, the advertisement shall so state, and state that compliance with all applicable federal, state, and local laws, rules, and regulations is required.

**POLICY 2.20 RECEIPT OF PROPOSALS**

Proposals timely received shall be opened publicly at the time and date for such, and only the names of those submitting proposals announced. Proposals shall be viewed and reviewed only by City personnel having a legitimate interest in them.

**POLICY 2.21 EVALUATION FACTORS**

The Request for Proposals must identify all significant evaluation factors, including price or cost when applicable, and their relative importance. A weight may be assigned to each component of the proposal, but if used, it must be included in the specifications. Factors not specified in the Request for Proposals shall not be considered.

Initial review shall be for compliance with specifications or requirements.

**POLICY 2.22 DISCUSSION WITH RESPONSIBLE OFFERORS**
As provided in the Request for Proposals, discussions may be conducted with responsible offerors whose proposals have a reasonable chance of being selected for award. The purpose of the discussion and possible minor revision of proposals shall be for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Such minor revisions may be permitted after submission and prior to award, for the purpose of obtaining best and final offers.

In conducting discussions, there shall be no public disclosure of any information derived from proposals submitted by the offerors.

**POLICY 2.23 AWARD**

Award shall be made to the responsive, responsible offeror whose proposal will be most advantageous to the City, considering initial price, overall cost, and the evaluation factors specified.

In the recommendation for award of proposals, give the criteria used, members of the committee, and why the recommended award is in the “best interest” of the City.

They shall have the potential ability to perform successfully under the terms and conditions of the contract. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, whether the work will be done in-house or subcontracted out, and financial and technical resources.

**SECTION D – COMPETITIVE SEALED QUALIFICATIONS, REQUEST FOR QUALIFICATIONS (RFQ)**

**POLICY 2.24 CONDITION OF USE**

The City shall publicly announce, in the same manner that Invitations to Bid are announced, each occasion when professional or consulting services are required for a project whose cost is estimated by the City to be more than $250,000, or for a planning or study activity when the fee for professional services exceeds $25,000.

The court has ruled that selection meetings shall be open. However, we do not publicize this information. It is not usually done, but if anyone wants to sit in on the presentations, they may do so.

**SECTION E – COMPETITIVE SEALED LETTERS OF INTEREST, REQUEST FOR LETTERS OF INTEREST (RLI)**

**POLICY 2.25 CONDITION OF USE**

The Request for Letters of Interest (RLI) is used when there is no expert on staff to write technical specifications, evaluate technical bids or proposals, or keep up with changing technology, and when the City is willing to consider many different approaches. It allows the purchase of complex and often expensive goods or systems without large investments in specifications development. It helps to
develop knowledge, allowing some latitude in changing the requirements to obtain the most suitable goods or systems. It begins when a using department provides a succinct, clear explanation of the results they desire from a technology system (this is sometimes called a performance specification). That explanation, along with standard language that advises each interested party of the job’s basic requirements, and a detailed list of evaluation factors by which each response will be judged, shall be advertised, and mailed to known providers. Each respondent shall provide evidence of their capability and past experience to meet the desired results. The respondents are then short-listed, and those on the short-list are invited to provide additional evidence through interview or demonstrations before a Selection/Negotiation Committee. The Committee then decides whether they recommend inviting bids from or beginning negotiations with the selected firms. Each firm deemed capable of meeting all requirements shall submit a detailed bid or proposal, including costs, for evaluation. The firm with the evaluated bid or proposal that is most advantageous to the City will then be offered a contract. If it is bid, this would be a form of multi-step bidding.

SECTION F - SOLE SOURCE PROCUREMENT

POLICY 2.26 EXEMPTION FROM BIDDING PROCEDURE

Sole source procurement is exempt from bidding procedures. The using department must submit to the Purchasing Manager in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service “sole source”.

SECTION G – OTHER GENERAL POLICIES REGARDING SOLICITATIONS

POLICY 2.27 MULTI-TERM BIDS

A multi-term bid is appropriate when it is in the best interest of the City to obtain uninterrupted services or supplies extending over more than one fiscal period. The objective is to promote economy and efficiency in procurement through volume, or to encourage competition when there are high start-up, or phase-in phase-out, costs.

POLICY 2.28 ADDITIONAL SPECIFICATION CLAUSES

Multi-term contracts shall include a clause that the contract will be canceled if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first (if this is expected to happen, the contractor should be notified as soon as possible).

If the City will accept an escalation clause, that prices will remain firm for a certain period of time, and then may escalate (or de-escalate) according to some formula or index, or according to the amount stipulated by the bidder in his/her bid.

POLICY 2.29 AWARD

Award shall be made as stated in the solicitation and permitted under the source selection method utilized. Care should be taken when evaluating multi-term bids to avoid award to a bidder with a low first period price, and a high escalated subsequent period’s price. To avoid this, the City should either tie any escalation or de-escalation to an index, or set an escalation cap.
POLICY 2.30 BID TABULATION

A tabulation of all timely bids received shall be made and available for public review. A list of the names of those submitting proposals or qualifications in a timely manner shall also be made and available for public review.

POLICY 2.31 SUPPLIER EVALUATION

Sometime between mid-point and expiration of a contract for goods or services, the Purchasing Division shall request the using departments to complete a form evaluating the specifications, the supplier, and the goods or services provided. This information may be used to refine specifications for future bidding, to notify the contractor of unsatisfactory performance, or for future awards.

POLICY 2.32 NOTIFICATION

All bidders shall be notified in writing as soon as possible after award or rejection of bids or proposals.

POLICY 2.33 REJECTION OF BIDS

Any or all bids may be rejected when it is in the best interest of the City to do so. The item may, or may not, be re-bid in the best interest of the City.

POLICY 2.34 NON-COMPETITIVE NEGOTIATION

Non-competitive negotiation may be used when the award of a contract is not feasible under any other formal procedure. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following:

- The item is available only from a single source.
- Public exigency or emergency when the urgency for the requirement will not permit a delay incident to competitive solicitation.
- After solicitation of a number of sources, competition is determined inadequate.

POLICY 2.35 ONE RESPONSE

Should only one response to an Invitation to Bid, Request for Proposals, Request for Qualifications, or Request for Letters of Interest be received, the City shall have the following options:

(a) Accept the offer as made, if the price is fair and reasonable.

(b) Negotiate an acceptable contract with the sole bidder.

(c) Reject the offer as non-competitive and re-bid making changes to allow more competition. The changes may be, but are not limited to, the specifications, mailing list, and the advertising
medium.

POLICY 2.36 ERROR IN BID OR PROPOSAL

In the event of a unilateral mistake or deficiency on the part of the low bidder, the following should be considered in determining whether the City should waive the bid deficiency:

Will allowing the bidder to correct the deficiency or mistake deprive the City of its assurance that the contract will be entered into and performed?

Will allowing the bidder to correct the deficiency or mistake give any bidder an unfair advantage or otherwise undermine “the necessary common standard of competition”?

The following action shall be taken:

(a) If the error or deficiency is not material to the bid or proposal, the bidder may be allowed to send us a letter correcting the error or misinformation.

(b) If the error and the correction are clearly evident, such as typographical, extension of unit prices, transposition, and arithmetical, the bidder may be allowed to send us a letter correcting the error.

(c) If the error or deficiency is material to the bid, it may not be corrected. The bidder may go forward with the contract as bid, or the bidder may be allowed to withdraw its bid and the City, in its discretion, may accept the withdrawal with or without penalty. A typical penalty would be the difference between the low bid which contains the error, and the bid that is accepted.

POLICY 2.37 NO BIDS

In the event no bids or proposals are received in response to a formal Invitation to Bid or Request for Proposals, the City has the following options:

(a) Re-bid with either the same or revised specifications.

(b) If, in the opinion of the Purchasing Manager, re-bidding would produce the same results as the original bid, the Purchasing Manager and a representative of the using department may negotiate for the purchase of the desired commodity or service.

(c) Obtain informal written quotations, and purchase from the lowest quote meeting specifications.

POLICY 2.38 CONTRACT RENEWAL

An agreement entered into as a result of an Invitation to Bid, Request for Proposals, Request for Qualifications, or Request for Letters of Interest may be renewed for additional one or multiple year periods upon mutual agreement in writing, under the same prices, terms, and conditions.
SECTION H - PROCUREMENT RECORDS MANAGEMENT

POLICY 2.39 BID FILES

Each Invitation to Bid, Request for Proposal, Request for Qualifications, or Request for Letters of Interest shall be assigned its own, individual number, and date and time of opening. A folder shall be used for each bid, with the label identifying the bid name, bid number, opening date and time, and using department. In each folder shall be placed all information related to the bid. At a minimum, the following information shall be included:

(a) Proof of the advertisement announcing the bid.

(b) The specifications mailing list.

(c) The specifications.

(d) Bid Summary recorded by the office of the City Clerk.

(e) The original bids submitted. No marks, notes, or writing of any kind shall be made on the original bids. If such is necessary, make a copy and use it to write on. Keep the envelopes, which have been time-stamped when received by Purchasing, until Purchasing has received all the necessary documents from the awarded bidder, or, until Purchasing is reasonably sure no protest will be filed, whichever comes later.

(f) Copy of Council meeting minutes, if bid is awarded by Council.

(g) Copy of City Manager’s award, if awarded by him/her.

(h) Recommendation of award by Director of using department.

(i) Copies of the letters of award and rejection.

(j) Copy of the agreement with the awarded bidder.

(k) Proof of the required insurance from the awarded bidder.

(l) Copies of any required licenses or other documents.

POLICY 2.40 AUDIT OF BID FILES

Bid files are randomly audited every year by the City’s outside auditors, by grantor agencies, and reviewed by bidders or their attorney for compliance with rules and regulations, and support for possible litigation.

Bid files shall always be maintained in a condition to allow such audit or review at a moment’s notice. You may require bidders or their attorneys to make an appointment to do so.
When anyone is auditing or reviewing a Bid file, they shall do so in the presence and under the observation of personnel of the Purchasing Division. They may add or remove nothing from the file. They may write nothing on any document in the file. Staff may make copies of anything in the file, except those items that are exempt from the public records law. (For Purchasing or bidding purposes, the documents which are not subject to the public records law are financial statements, computer software programs, and trade secrets.) We may charge for the copies.

POLICY 2.41 FLORIDA PUBLIC RECORDS LAW

Chapter 119, Florida Statutes, generally known as the “Florida Public Records Law”, provides that all documents, papers, records, and similar material produced or received by an agency or political subdivision of the State are subject to public inspection and examination under reasonable conditions and at reasonable times, under supervision by the custodian of the public record or the custodian’s designee. Accordingly, unless specifically exempted by law, all bids and materials received with bids will be considered a matter of public record. The items exempt from this Law are financial statements, computer software, and trade secrets. The City and its staff cannot regard any other document, information, or data as proprietary or confidential unless so advised by the City Attorney.

Purchasing Records shall be maintained, stored, and destroyed according to the rules of the State of Florida and the City of Mount Dora.

SECTION I – ALTERNATE ACCEPTABLE MEANS OF PROCUREMENT

POLICY 2.42 STATE OF FLORIDA TERM CONTRACTS/SNAPS AGREEMENTS

State of Florida Contracts for a variety of commodities has been competitively bid and meets all the State and City of Mount Dora requirements for bidding. They may be accessed through the Internet at the following address: myflorida.com or you may call the Purchasing Division for assistance. State of Florida SNAPS Agreements are also accessed through the Internet via the State of Florida Contract System. These agreements include a variety of goods and services that utilize recycled and/or innovative products at pre-negotiated prices. SNAPS Agreements may be utilized in lieu of competitive bidding as follows: any single purchase from a SNAPS Agreement shall not exceed $25,000, and total purchases per year from any one SNAPS Agreement shall not exceed $150,000.

POLICY 2.43 OTHER GOVERNMENT ENTITIES’ CONTRACTS

The City may utilize (piggy-back) any other government entity’s open contracts that have been competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing regulations. The City may also piggyback off GSA Contracts. When another entity’s contracts is to be utilized, a copy of that contract shall be forwarded to the Purchasing Division for review and evaluation to determine if it meets the City’s requirements regarding competitive bidding and award.

POLICY 2.44 COOPERATIVE PURCHASING
The City may join with one or more other government entity and jointly bid common commodities or services. Cooperative Purchasing may take the following forms:

(a) One entity “piggybacking” on the contract of another.

(b) Entities joining together to bid.

(c) Regional associations or entities may form a purchasing council and share the cost of staffing and running the council.

POLICIES 2.45 RESPECT AND PRIDE

Items purchased from these agencies are exempt from bidding. Purchasing has catalogues and price lists from these agencies.

RESPECT of Florida (Florida Association of Rehabilitation Facilities, Inc.)
Florida Statute Sections 413.032-413.037 directs state and local government agencies to purchase certain products and services from qualified, nonprofit, community-based organizations employing persons with disabilities.

PRIDE (Florida Prison Industries)
Florida Statute Section 946.006 authorizes the manufacture, processing, or production of "such items as are ... needed and used in state institutions and agencies and in other governmental jurisdictions of the state."

POLICY 2.46 OWNER DIRECT PURCHASES (ODP)

It may be to the City’s advantage to directly purchase materials, components, or systems to be used in a construction project. The advantages are a savings in sales tax (the City is tax-exempt, contractors are not), and the contractor’s mark-up. If so doing, the construction contract shall contain language to make the contractor responsible for expediting, receiving, storing, protecting, installing the goods, arranging for training of staff by the supplier, and providing the suppliers’ and manufacturers’ warranties. Also, long-lead-time items may be ordered by the City, while the bidding/contract negotiation process is ongoing.

When the City elects to use this option, the Contractor shall comply with the procedures defined herein. It is noted that the term Contractor as used herein includes subcontractors

A. This process recovers or saves funds which would otherwise be expended for sales tax. The City of Mount Dora tax recovery is based on the Lake County, and Florida State sales tax rates.

B. In order to provide real time response(s) to sustain the Contractor’s schedule and to maintain the integrity of interfacing and warranty considerations, the City reserves the right to perform a deductive change order to remove any and all materials associated with a contract and purchase said items directly from the manufacturer or supplier.
using sole source procedures. The materials shall be purchased from the suppliers originally selected by the Contractor, for the price originally negotiated by the Contractor including special terms and conditions agreed upon by the Contractor.

1. It is recognized that the Contractor has used a competitive process to establish procurements applicable to the contract. Also, the fact that the contract was competitively established satisfies the considerations of obtaining competition to ensure a prudent expenditure of funds.

2. The City Council has approved the general contract which includes approval of applicable direct purchases; therefore the Purchasing Manager is authorized to proceed with the procurement action without additional approvals being required.

The Contractor shall, within twenty-one (21) calendar days from the date of the Notice to Proceed, prepare a complete list of materials, supplies and equipment applicable to the project. The list must include the delivered cost (including but not limited to applicable taxes) of each item, time-frame for delivery from supplier ARO, and information relevant to maintaining timely scheduling of the project. The City will advise the Contractor within ten (10) days which items from the list the Owner wishes to purchase directly.

In the event the City elects to make direct purchases, the responsibilities of both, the City and the Contractor relative to direct purchase Items shall be governed by the terms and conditions contained herein, in the solicitation and in the contract.

A. The Contractor shall identify the supplier(s) from whom to purchase materials or equipment unless a different approach is mutually agreed upon by the City and the Contractor.

B. At the time the direct order is placed, the Purchase Order to the General Contractor shall be reduced by the net, undiscounted amount of the Purchase Order, including the applicable sales tax.

C. With the exception of the payments for the materials purchased, issuance of the Purchase Orders by the City does not change any of the Contractor’s responsibilities regarding material purchases. The Contractor remains responsible for coordination, correct quantities of the order, submittals, receiving, protection, storage, shipping tickets, invoices, installation, cleaning, all applicable warranties, and compliance with the requirements of the Contract Documents. The Contractor shall certify all invoices as accurate and acceptable and forward the certified invoices to the City for payment. The Contractor shall furnish the City with a purchase requisition form which provides lists of supplies and/or identifies each item of material or equipment broken down as appropriate by supplier and specific procurements, including any special terms and conditions, to be relevant to the project. This form shall, in form and substance, be acceptable to the Purchasing Manager of the City, Project Manager and Engineer of Record.
1. It is noted that clerical, administrative, management, supervisory, inspection handling, storage, and other costs necessary for the Contractor to comply with this requirement are not affected by this process.

2. The Purchasing Requisition Form shall include:
   a) The name, address, telephone number, and contact person for the Supplier
   b) Manufacturer or brand, model or specification number of the item
   c) Quantity(s)
   d) The price, including sales tax, quoted by the Supplier for the material or equipment in question
   e) Shipping, handling, insurance instructions, and costs as applicable
   f) Delivery date(s) established by the Contractor and Suppliers
   g) Special terms and conditions which have been negotiated and established with the Supplier relative to payment terms, discounts, rebates, warranties, credits or other terms and conditions
   h) Statement with the submittal control number that materials have been reviewed and approved by Architect or Engineer during the shop drawing submittal process

3. Upon receipt of a Purchasing Requisition Request Form, the City shall promptly provide an appropriate response to maintain integrity of the process in a timely manner to ensure that the Contractor is provided the means to sustain scheduling requirements.
   a) A copy of each Purchase Order will be sent to the Contractor to verify that items ordered are in accordance with the Purchasing Requisition Request Form.

4. The Contractor shall prepare and the City shall execute deductive Change Orders to reflect purchases made by the Owner. The amount of the deduction shall be based on the Requisition amount including sales tax. These Change Orders must be executed before the related Purchase Order will be paid.

5. Nothing in this Section shall alter or modify the procedures for submission of shop drawings and other submittals by the Contractor.

D. The Contractor shall be fully responsible for all matters relating to the receipt, protection and risk of loss of direct purchase items, the same as if such items were purchased by the Contractor. Direct purchase of materials by the City in no way relieves the Contractor of responsibility regarding the compliance with specification requirements, coordination, protection, scheduling, or warranty.

   1. At a minimum, the Contractor shall verify correct quantities, condition of the items received, compliance of the shipment with the Purchase Order, verify
documentation, coordinate and expedite delivery, obtain and verify warranties required by the Contract Documents, inspect and accept or refuse each item at the time of delivery, unload, handle and store the accepted item(s).

2. As direct purchase items are delivered to the job-site, the Contractor shall visually inspect, receive all shipments, verify and reconcile supplier’s shipping documents and invoice with the Purchase Order.

   a) The Contractor shall assure that each delivery of direct-purchase items is accomplished by documentation adequate to identify the Purchase Order against which the purchase was made.

   b) The Contractor will forward approved invoices to the City’s Representative for payment.

E. If the Contractor discovers defective or non-conforming, items he/she shall promptly notify the City of the defect or nonconformity, and assist the City to obtain repair or replacement of the item.

   1. The Contractor shall not be relieved of its obligation to ensure that materials requested for purchase have been reviewed by the Architect, and are released for purchase complying with the shop drawing and submittal procedures.

   2. The Contractor shall warrant direct purchase items and provide indemnification to the City as germane to all other materials and equipment furnished by the Contractor. Nothing in this Section shall alter or modify the Contractor obligations under the Contract relative to warranties and patent indemnification.

   3. The Contractor shall be liable for any interruption or delay in connection with direct purchase items.

F. The Contractor shall maintain records of all City direct purchase items incorporated into the project. These records shall be available for inspection by the City upon request.

G. Approval of Owner Direct Purchases: It is recognized that the Contractor has used a competitive process to establish procurements applicable to the contract. Also, the fact that the contract was competitively established satisfies the considerations of obtaining competition to ensure a prudent expenditure of funds. Therefore, because the City Council has approved the general contract which includes approval of applicable direct purchases, the Purchasing Manager is authorized to proceed with the procurement action without additional approvals being required.

SECTION J - SMALL PURCHASES

POLICY 2.47 PURCHASES BELOW BID LIMIT
Purchases which fall under the bid limit, and cannot be grouped for bidding, shall be made in conformity with one or more of the following procedures:

(a) Commodities or services in excess of $3,000 and up to $25,000 - A minimum of three written quotations shall be obtained. If three written quotations are not provided, the requisition shall contain an explanation of the reason.

(b) The City’s Procurement Card may be used for certain purchases, with the approval of the department head, may be used by the departments for immediate need of supplies, materials, and contractual services not to exceed the maximum value of $100.00.

The City’s Procurement Card may be used by authorized staff for maintenance, repair, and operating supplies, travel, and any other materials or services, up to a limit as established by the City for the use of such Cards.

POLICY 2.48 BLANKET PURCHASE ORDERS

Blanket purchase orders are for set prices, set time, and/or up to a set dollar amount. They may be written for an entire fiscal year or for a shorter period of time. Releases of commodities or services against them may be accomplished by telephone, fax, mail, or electronic interface. Blanket orders reduce internal processing and are encouraged for commodities and services that have been bid. Examples would be a Blanket Purchase Order for the fiscal year to make monthly payments for the maintenance charge for a piece of equipment; a Blanket Purchase Order for a certain dollar amount to the awarded vendor of office supplies.

All invoices for purchases against these Blanket Purchase Orders must be approved for payment and entered for payment by the using department, and forwarded to Accounts Payable immediately following receipt of materials or services. The standard Purchase Order/Requisition form shall be used, and identified as BLANKET PURCHASE ORDER.

SECTION K – LOCAL PREFERENCE

POLICY 2.49 VENDOR PREFERENCE

In the case of tie bids or in cases where all other things being equal, the difference in the bid amount in context of the overall bid is de minimus, at the discretion of the City Manager or his/her designee, award may be made with due consideration to the State of Florida’s policy on a Drug Free Workplace; and, second given to the bidder whose principal place of business is within the corporate boundaries of the City. For no other reason shall local vendors be given preference.

A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid occupational license issued by the City of Mount Dora to do business in the City of Mount Dora which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Mount Dora from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address.

When a responsive, responsible non-local vendor submits the lowest price bid, and the bid submitted
by one or more responsive, responsible local vendors is within 5% of the price submitted by the non-local vendor, then the non-local vendor and each of the aforementioned local vendors shall have the opportunity to submit a best and final sealed bid equal to or lower than the amount of the low bid previously submitted by the non-local vendor. The City shall request the best and final sealed bid within five working days of the bid opening. In case of a tie in the best and final bid between a local vendor and a non-local vendor, the contract award shall be made to the local vendor.

SECTION L – EMERGENCY PROCUREMENTS

POLICY 2.50 EMERGENCY PURCHASE ORDER (EPO)

For emergency purchases over $100, the using department shall request an emergency purchase order number from the Purchasing Division after the City Manager approves the request. This number shall be given to the vendor when placing the verbal order. As soon as possible (preferably within 48 hours), the using department shall type or input a requisition, typing the EPO number on it, and an explanation of the reason for the emergency. Emergency Purchase Orders are only to be used when a threat exists to the public health, welfare, or safety, or if the operation of a City Department would be seriously hampered if immediate action is not taken.

Purchasing shall keep a record of all Emergency Purchase Order numbers issued, including the name of the requesting department and individual, the amount, the name of the vendor, and a brief description of the item.

POLICY 2.51 WALK-THROUGH OF REQUISITIONS

As a preferable alternative to an Emergency Purchase Order, someone from the requesting department may walk (either literally or by telephone if electronic) a completed requisition that has been approved by the department head, through the approval process person-by-person, and get the necessary approvals and Purchase Order number.

POLICY 2.52 CANCELLATION OF INVITATIONS FOR BIDS, REQUESTS FOR PROPOSALS, OR REQUESTS FOR QUALIFICATIONS

The City reserves the right to cancel any Invitation to Bid, Request for Proposals, Request for Qualifications, or Requests for Letters of Interest at any time up until award.

POLICY 2.53 INNOVATIVE PROCUREMENT METHODS

Additional innovative procurement methods may be adopted by the City in accordance with the method described in this Manual for revising this Manual.

SECTION M - RECYCLING

Each department and division shall take aggressive and pro-active measures to cause the recycling of their surplus or waste materials and equipment.
POLICY 2.54 BUYING RECYCLED PRODUCTS

The Purchasing Division shall be knowledgeable of the availability of products made with recycled materials, whether or not they contain post-consumer waste, and the percentage of recycled materials. The Purchasing Division shall encourage the purchase of materials and equipment containing recycled materials. The City is willing to pay a premium of up to 10% for such materials and equipment.

The City may also pay up to a 10% premium for the purchase of environmentally-friendly products.

POLICY 2.55 ENERGY EFFICIENCY

The City supports efforts to protect the environment, conserve energy, and reduce waste in its operations.

When planning new construction or retrofitting, design professionals or the City department doing the work shall investigate energy conserving systems, equipment, and materials, and weigh the initial additional cost against the pay-back period. If the pay-back period is reasonable, the City shall specify or buy the energy conserving systems, equipment, and materials.

CHAPTER 3 - VENDORS
POLICY 3.1 VENDOR APPLICATION

A prospective vendor interested in doing business with the City shall complete a vendor application and submit it to the Purchasing Division where a vendor number will be assigned, and the commodities, equipment, and services for which a vendor desires to receive bid invitations will be electronically recorded. When a commodity is bid, the vendors of record for that commodity will receive an invitation to bid. Should the vendor list for that commodity be too lengthy, it may be pared down at the discretion of the Purchasing Manager. It shall not be done arbitrarily, but with a method; e.g. geography (eliminate out-of-state or Central Florida vendors); eliminate those that have not responded to previous invitations to bid.

All vendors must register in person or request permission of the Purchasing Manager to visit any other department. Vendors must provide the Purchasing Manager the same information, demonstration, and samples they have provided to the inquiring department.

POLICY 3.2 ACCEPTANCE OF GIFTS

All employees of the City of Mount Dora shall keep themselves free of obligations by refusing to accept any gifts or entertainment, other than advertising materials such as pens, note pads, calendars, baseball caps, T-shirts, or other inexpensive office supplies advertising the vendor’s name and/or product, offered by any of the City’s suppliers or prospective suppliers.

POLICY 3.3 INVOICE PAYMENT

The City of Mount Dora’s policy towards vendor invoices is to pay them promptly. We expect good service and quality from our vendors, and we, in turn, should pay them in a timely manner. The City has worked long and hard and improved our payment history. The using departments are directed to adhere to this policy to maintain vendor good will, to take advantage of discounts, and to avoid interest charges. Also, prompt payment also allows Accounts Payable to take advantage of vendors’ discounts.

Section 218.70 of the Florida Statutes, Chapter 218, known as the “Florida Prompt Payment Act” “...provides for prompt payments by local governmental entities...”, and “...interest payments on late payments...”

POLICY 3.4 REMOVAL FROM VENDOR/BIDDER LISTS

A vendor may be removed from the vendor/bidder list for:

(a) Failure to reply to three Invitations to Bid. Returning a bid marked “No Bid” will be considered a reply.

(b) Failure to make delivery as contracted.

(c) Substitution of other or inferior materials or services.

(d) Failure to make satisfactory adjustments.
(e) Failure, without good cause, to satisfactorily perform in accordance with the terms and conditions of a previous City contract.

POLICY 3.5 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and his/her bid(s) rejected for:
(a) Poor performance or default, in the City's opinion, on previous contracts with the City.

(b) Poor performance or default, in the City's opinion, on previous contracts with other public entities.

(c) Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

POLICY 3.6 DEBARMENT OR SUSPENSION

A contractor or vendor may be temporarily or permanently barred or suspended from doing business with the City for the following reasons:
(a) Failure to make delivery as contracted.

(b) Substitution of other, inferior or un-contracted for materials or services.

(c) Failure to make satisfactory adjustments.

(d) Misstating any information submitted to the City.

POLICY 3.7 REINSTATEMENT PROCESS

A contractor who has been permanently debarred may not be reinstated; it may not be a subcontractor to another firm having a contract with the City. If a principal or officer of the debarred or suspended contracting firm becomes a principal or officer of another firm, that other firm shall also be debarred or suspended. If a principal, officer, or employee of the debarred or suspended contractor becomes an employee of another firm, the City may require that employee have no part in any work for the City.

A contractor who has been temporarily barred or suspended from doing business with the City must appeal to the City Manager, through the Purchasing Manager, to be reinstated.

POLICY 3.8 APPEALS AND REMEDIES

Reconsideration of a decision of the Purchasing Manager may be requested of the City Manager by the protester.

A contractor or vendor that has been notified of a proposed debarment action may request in writing that a hearing be held. Such request must be received by the official proposing the action within five days of receipt of notice of the proposed action.
In order to be reinstated, the contractor or vendor shall do any or all of the following, as required at the City’s discretion:

(a) Make restitution to the City for any and all losses incurred due to default of the contractor.

(b) Petition the City for reinstatement, and outlining the measures that have been instituted to eliminate the causes of the default.

(c) Outline the procedures that have been put into place to allow the contractor to monitor its performance and/or materials.

(d) Agree to a retention by the City of partial or final payments (or if intrinsic to the contract, a larger retention than called for in the specifications) until the City has complete satisfaction with performance of the contract.

(e) Post a performance bond.

CHAPTER 4 – SPECIFICATIONS
POLICY 4.1 SPECIFICATIONS

The bid specifications are the foundation upon which the entire competitive bid process rests. Good specifications will prevent misunderstanding, delay, change orders, and errors in delivery or performance. They shall not contain unnecessary features that will unduly restrict competition.

The use of abbreviations shall be restricted to those in common usage and not subject to possible misunderstanding. Wherever used, the meaning should be clear from the context and a genuine saving in space effected.

When possible, specifications shall describe energy efficient materials and equipment. When practical, specifications shall describe the use of recycled materials in products or services.

If the bid includes additive or deductive bid items, the specifications shall include the procedures to be used in making an award. Since additive and deductive items can affect or change which is the lowest bid, they should be avoided when possible.

The opening date and time of the bid shall be set no sooner than ten working days after the date the public notice is advertised in the newspaper. This is a minimum time, and every effort should be made to extend it to three weeks for materials and four weeks for construction.

Requirements such as inspection, site visits, testing, packaging, warranties, delivery instructions, etc. shall be included.

All stated requirements must be capable of being checked. If a requirement cannot be checked, it should be either omitted or identified as not mandatory. If there is no check for conformance, there is no reason to write lots of detail.

The specifications should take advantage of the latest technology and industry practices consistent with minimum needs and lowest possible cost.

Specifications should be simple, clear, reasonable in its tolerances, and in the proper format.

The text of specifications shall be in clear, simple language, free of vague terms, or those subject to variation in interpretation.

If the bid is for construction or technical systems, or if in the opinion of the Purchasing Manager advantageous to the bidders and the City, the specifications shall call for a pre-bid conference to answer questions and discuss problems presented by potential bidders.

Florida Statutes Section 218.80, otherwise known as the “Public Bid Disclosure Act” requires “...that a local government entity shall disclose all of the local governmental entities permits or fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, payable by the contractor to the unit of government that issued the bidding documents...” The City’s specifications shall inform the prospective bidders if these fees are to be waived, paid by the City, or paid by the contractor.
The inclusion by reference of other material, such as other specifications, rules, regulations, or laws, standards, etc. is discouraged, especially if potential bidders do not have easy access to the referenced material. Include the material in the specifications, make it available for pickup or inspection, or don’t mention it.

POLICY 4.2 ELEMENTS

The elements of the specifications are as follows:

• Cover page
• Boiler plate(s)
• General Conditions
• Special Conditions
• Instructions to Bidders
• Technical specifications.
• Bid Proposal form.
• Other required forms.
• Sample agreement.

POLICY 4.3 INSTRUCTIONS FOR PREPARATION OF SPECIFICATIONS

Number all pages of the specifications “____ of ____”. Numbering of the cover is optional. Each page of the Bid Proposal Form shall have provision for the name and signature of the bidder.

Use of “shall”, “will”, “should”, “may”, “or equal”, and “no substitute”:

(a) Shall: Use “shall” wherever a specification expresses a requirement that is binding on either the contractor or the City.

(b) Will: Use “will” to express a declaration of purpose on the part of the City. Also, it may be necessary to use “will” in cases where simple futurity is required, i.e., “The City will prepare the site.”

(c) Should & May: Use “should” and/or “may” to express non-mandatory provisions.

(d) Or Equal: Also “or equivalent”. Whenever brand names are used to supplement a detailed specification, the words “or equal” must be used, unless the using department provides the Purchasing Manager in writing with satisfactory reason to do otherwise. When using “or equal”, the following statement should be included in the General or Special Conditions of the bid:

“Bid Proposals Based on Items Other Than Those Specified by Brand Names or Model Numbers in the Bid”: Any items other than those brands specified in the bid specifications require approval of the City. The items offered must be equivalent in function, basic design, type and quality of material, method of construction, and any required dimensions. Bidders must submit complete descriptive literature and specifications of the item offered with their bids. They should be prepared to provide a sample to the City for evaluation. The City shall make the final determination as to the equality of the item offered.”
“No Substitute”: Although it is recognized that the use of this term may allow for limited competition, it may be allowed in certain instances; e.g. to match all the other items in a standardized system, if it is the only item that will do the job. If there is more than one distributor, it shall be bid. If there is only one source, a “sole source” justification shall be required of the using department.

Whether or not the contractor or supplier performs to the satisfaction of the using department frequently is determined by the specifications. Therefore, all issues of importance shall be clearly stated in the specifications.

Do not use vague requirements such as “good workmanship”, “best design practices”, “high reliability”, which are too subjective and almost impossible to compare for compliance.

Standard and commercial material or services should be specified whenever possible to avoid special design or fabrication costs.

All questions by potential bidders of a material nature regarding the specifications or bid must be submitted in writing to the Purchasing Manager, and will be answered via addendum to all holders of the specifications.

The Bid Proposal form shall ask the following questions:

“Do you have the required insurance and licenses? Yes No

License Number: ___________________________.

Insurance Companies and Policy Numbers: _______________________________

I have read these specifications and take the following exceptions:

___________________________________________Signed

The Purchasing Manager shall maintain a list of the names, addresses, telephone and fax numbers of all those who have received specifications, so that addenda may be mailed or faxed to them.

POLICY 4.4 TYPES OF SPECIFICATIONS

(a) INDUSTRY STANDARD: Usually a simple specification. Like items made to an industry standard are identical, regardless of the manufacturer. Therefore, a designation of a standard will result in the acquisition of the proper item. Also, an industry standard is generally the least expensive alternative. They are generally stocked items, and generally available.

(b) PERFORMANCE SPECIFICATIONS: Function and use are the basic definitions. The parameters within which a product or service should perform to meet a given task. Considerable flexibility is allowed. This is generally the best kind of specification, if applicable. The supplier must guarantee that the delivered product or service meets the performance criteria.
a. Clearly defined expectations or statements of work are necessary to insure the selected
supplier has the complete level of expertise and/or equipment required, and will not have to
rely on subcontractors, which further escalates the cost.

b. It allows the outline of a problem and having vendors propose their own solutions. The
vendors should be given as much information as possible about the environment, i.e. walk-
through, current process and outcome observation, problem observation.

c. Award may be based on criteria other than low price, such as quality, life-cycle-cost, past
performance, delivery time, and “other factors”, etc. The specifications should clearly state the
criteria that will be used to determine award.

(c) TECHNICAL OR DESIGN SPECIFICATIONS: This is detailed in the specific requirements for
features and functions. Rigid conditions often exist, such as retrofitting, critical application, and
existing circumstances. This type of specification permits little, if any, deviation, and is the least
competitive. It is very restrictive and has a tendency to lock in a particular product or service.

a. The description may include a statement of the qualitative nature of the material, product, or
service to be procured, and when necessary, will set forth those minimum essential
characteristics and standards to which it must conform to satisfy its intended use. Detailed
product specification should be avoided if at all possible. When it is impractical or
uneconomical to make a clear and accurate description of the technical requirements, a brand
name “or equal” description may be used as a means to define the performance or other salient
requirements of procurement. The specific features of the named brand which must be met by
offerors must be clearly stated.

b. This type of specification is typically used for construction, and accompanied by civil,
structural, architectural, mechanical, electrical, HVAC, and landscaping drawings. The
specifications and the drawings shall be in complete agreement and complement each other to
avoid any misinterpretation by the bidders, to discourage bidders from factoring in excessive
money in their bid to cover contingencies, and to reduce addenda and change orders.

(d) PURCHASE OF HIGH TECHNOLOGY SYSTEMS AND EQUIPMENT: Since the primary goal in
government procurement should be "best value" and not "lowest price", and since the purchase of high
technology systems and equipment do not favorably lend to the "low bid meeting specifications"
process, these types of purchases shall be handled through the Request for Proposal process. Awards
shall be made on the basis of best value for the City, taking into account quality, life-cycle costs, past
vendor performances, reference checks, stability and length of time in business of proposer, and other
relevant factors.

a. Specifications for procurement of high technology systems and equipment shall be functional
or performance specifications, rather than detailed technical specifications. They shall outline
problems to solve and/or goals to achieve, give the vendors enough information about the
environment, and allow vendors to propose solutions.

b. The process may be a two-step process wherein the first step would be to invite solutions,
and the second step would invite proposals and prices on the acceptable solutions.

(e) COMBINATION SPECIFICATIONS: Specifications falling somewhere in between the performance and technical specifications, stating only necessary requirements for functions and features. This is the most common type of specification.

(f) PROPRIETARY SPECIFICATIONS: Specifies an item, or component of an item, manufactured by a particular person or corporation, usually protected by a patent or trademark in which the manufacturer or seller has exclusive rights. Proprietary items may be sold exclusively by the manufacturer, or there may be many distributors. Proprietary specifications restrict competition and are the least desirable.

(g) PREFERENTIAL SPECIFICATIONS: The City may write specifications stating a preference for recycled products or products made with recycled material, reserving the right to award to bidders offering such products, even though they are not the low bidder.

   a. When staff does not have the technical expertise to write specifications and specifications are provided by an outside source, that source shall not bid. If such is necessary, staff shall obtain specification proposals from several sources, and specify only the necessary functions and features. This same shall apply when copying specifications from sales literature or catalogues.

(h) LIFE CYCLE COST OR TOTAL COST SPECIFICATIONS: Life Cycle Costing is the procurement technique that considers in award of a contract, not only the acquisition price, but also the cost of putting the material or equipment into the system or operation, operating, maintenance, and other cost elements of ownership. It is also known as "Total Cost Buying", or "Initial Cost plus Maintenance Costs".

   a. The City encourages the use of Life Cycle Costing. For example, equipment with a higher initial purchase price but a longer warranty and/or lower maintenance or operating cost might actually have a lower overall, long-term cost than similar equipment initially costing less, but with higher maintenance and/or operating costs.

   b. When a bid will be awarded based on Life Cycle Costing, it is important that the factors on which award will be made be stated with sufficient clarity to enable the bidders to know precisely how the bids will be evaluated. It should be clear, precise, and as exact as possible. Ideally, it should be capable of being stated as a mathematical equation.

Some of the components of the mathematical equation may be as follows:

- Wattage rating as reported by the manufacturer
- EPA mileage
- Cost of energy
- Anticipated life
- Hours of operation
- Disposal costs

Several factors to be considered when evaluating an item as a candidate for Life Cycle Costing are:
1. It should have a measurable service life. Any item that is expendable or usable has some type of time element that is the key of Life Cycle Costing, e.g. a vehicle, air conditioning unit, and a typewriter. The total ownership cost shall include the total ownership time.

2. It must be capable of being tested for design, performance, and characteristics. It must have something you can test and measure, such as vehicle life. You know the average life of a vehicle, and you have the EPA mileage figures.

3. The installation, operating, and maintenance costs should be determinable.

4. It should be a commercial item, able to be bid in a competitive environment.

(i) QUALIFIED PRODUCTS LIST: When it is practical and effective, the specifications may contain a qualified products list giving brand names and models that have been evaluated as acceptable. In such specifications, the term “or approved equal” shall be used. The specifications should advise all bidders as to how to proceed to seek approval if they offer an “equal”.

POLICY 4.5 BASIC REQUIREMENTS OF SPECIFICATIONS

(a) SCOPE

(b) TECHNICAL SPECIFICATIONS

(c) FUNCTIONAL REQUIREMENTS

(d) PERFORMANCE REQUIREMENTS

(e) MATERIAL REQUIREMENTS

(f) SAMPLES, INSPECTION, AND TEST REQUIREMENTS

(g) ORDERING DATA

(h) OTHER REQUIREMENTS. Warranty, labeling, packaging, operating manual, etc.

(i) CHECK LIST

- Is the item covered by a standard specification?
- If you use a bid standard, have you identified the specific features and characteristics of importance?
- Have you identified acceptable alternatives to the standard?
- Does it describe exactly what you need; nothing more, nothing less?
- It is clear?
- Will the Purchasing Manager and the vendors understand it without question?
- Is it exact?
- Have you put tolerances on any numerical requirements? If you have, are the tolerances
acceptable?
• Does it allow for competition? Is it available from a number of sources?
• Are all the requirements necessary?
• Can something else that costs less do just as well?
• Have you described your needs in performance terms where possible?
• Have you described the end use?
• Can requirements be checked?
• Have you identified test methods?
• If you refer to a specific make and model, is it still in production? Is it the latest model?
• Have you clearly indicated whether you intend it as a bid standard (as in the use of “or equal”) or as a proprietary purchase?
• For proprietary purchases, have you researched the field thoroughly to determine that it is the only one that will do? Have you provided satisfactory evidence of this? Does your justification support this?
• If grant money is to be used for the purchase of these materials or services, have the Granting agencies’ standards and requirements been included? Most Federal grants require provision for the Copeland “Anti-Kickback” Act, the Davis-Bacon Act, and the Contract Work Hours and Safety Standards Act.

(J) ADDENDA

Everyone who has received specifications shall receive all addenda, even if they have not attended a mandatory pre-bid conference. (As decided at a Federal Hearing) A summary of the conferences shall be supplied to all those prospective bidders known to have received an Invitation to Bid.

Specifications shall state that it is the bidder’s responsibility to insure they have received all addenda. Failure of any bidder to receive any addenda shall not relieve such bidder from obligation under his bid as submitted.

Addenda issued five days or less before a bid opening, shall cause the bid opening to be postponed.

(k) STANDARDIZATION

Every possible and practical attempt shall be made to standardize materials and equipment. The goal of standardization shall be to reduce the amount of stocked parts, allow staff to become more proficient in the use, operation, maintenance, and repair of the materials or equipment, and reduce purchasing costs. Sometimes “simplification” is used synonymously with “standardization”.

(l) PRE-QUALIFICATION OF PRODUCTS

When specifying equipment or a product with which the City or using department has not had experience, the following procedure shall be followed:

1. Check out the length of time in business, and the financial capability of the supplier and/or Manufacturer to perform warranty or repair work.
2. Check out the history of the equipment or product, including how long in production, any design changes, who uses it, etc.

3. Check on the continuing availability of parts.

4. Interview users.

5. Have the vendor provide a unit for trial in the actual conditions it will be used; or visit another government entity that uses the equipment for a purpose similar to ours, and operate or use it.

CHAPTER 5 - PROFESSIONAL SERVICES
The City of Mount Dora has adopted Chapter 287.055 of the Florida Statutes “Acquisition of professional architectural, engineering, landscape architectural or surveying and mapping services...” This section of the statutes is known as the “Consultants’ Competitive Negotiation Act”, or “CCNA”.

POLICY 5.1 DEFINITION OF PROFESSIONAL SERVICES

As defined by the State, “professional services” “means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State”. To this definition, the City has added all professional and consulting services with the exception of those listed in the next paragraph.

POLICY 5.2 EXEMPT FROM CCNA

The following contractual services are not subject to the CCNA:

- Artistic services
- Academic programs
- Lectures by individuals
- Auditing services
- Legal services
- Medical services

POLICY 5.3 CCNA REGULATIONS

Following is a synopsis of the regulations imposed by the CCNA:

(a) “Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services are required to be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE” (which at this writing is $250,000) “or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO” (which at this writing is $25,000), “except in cases of valid public emergencies so certified by the agency head. The public notice shall include a general description of the project and shall indicate how interested consultants may apply for consideration.”

(b) Qualifications of the consultants shall be due, opened, and the names announced at a date and time certain. Sufficient copies of the qualifications should be requested to be able to provide one to each member of the Selection Committee.

(c) A Selection Committee shall be appointed by the Department Project Manager. The Committee shall individually review and evaluate the submittals, qualifications, and performance data of the respondents. Each member of the Selection Committee shall independently shortlist the responding consultants.

(d) The Committee shall consider such factors as the ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current, and
projected workloads of the firms; and the volume of work previously awarded to each firm by the City, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.

(e) The Committee shall jointly select, in order of preference, no fewer than three firms deemed to be the most highly qualified. Those firms may be invited for a presentation or interview before the committee.

(f) The Committee shall recommend to the City Manager and Council the top-ranked firm with whom the City will enter into contract negotiations, if Council approves the recommendation.

(g) If negotiations do not result in a written agreement between the consultant and the City, negotiations with that consultant shall be formally terminated the process shall continue with the second-ranked firm, and so on.

(h) The consultant and the City shall sign a formal written agreement setting forth the scope of the project, the consultant’s specific duties and responsibilities, and the fee due the consultant.

(i) The City shall discuss fees with those professionals specifically mentioned in the CCNA only at the time of negotiation. The City may request fees of the other professionals covered by this section of the Manual to be submitted with their qualifications.

(j) The City may enter in “continuing contracts”, or add a “continuing contract” clause in a contract for other design work, with consultants “for professional services entered into in accordance with all the procedures of ...” the CCNA, “…whereby the firm provides professional services to the agency for projects in which construction costs do not exceed $500,000, for study activity when the fee for such professional service does not exceed $25,000, or for work of a specified nature as outlined in the contract required by the agency, with no time limitation except that the contract shall provide a termination clause.”

(k) The City has adopted the fee curve for architectural services and the fee curve for engineering services that is followed as a guide to determining whether the consultants fees are fair, competitive, and reasonable.

(l) Since the owner of a construction project impliedly warrants to the construction contractor that the plans and specifications are adequate, it is imperative that the design professional contracting with the City carry professional liability insurance.

CHAPTER 6 - CONSTRUCTION BIDS
POLICY 6.1 METHODS OF CONTRACTING FOR CONSTRUCTION

(a) SINGLE PRIME CONTRACTOR. One contract with one licensed General Contractor who will use subcontractors to build according to plans and specifications prepared by an architect/engineer.

(b) MULTIPLE PRIME CONTRACTORS. A contract with each of a number of specialty contractors to complete a portion of the project in accordance with plans and specifications prepared by an architect/engineer. The City may take responsibility for management of the project, or one of the multiple contractors may have management of the project included in his/her contract.

(c) DESIGN-BUILD OR TURN-KEY. The City issues a Design Criteria Package, and contracts with a design-build contractor or team that will design and build the project to its completion.

(d) CONSTRUCTION MANAGER. A licensed construction person, who evaluates the design, coordinates, administers, and oversees the project to insure completion in accordance with the plans and specifications of an architect/engineer, at or below the specified price, on or before the specified date for completion.

(e) SEQUENTIAL DESIGN AND CONSTRUCTION. The design of the entire project is substantially complete prior to bidding and beginning construction.

(f) PHASED DESIGN AND CONSTRUCTION OR FAST-TRACK CONSTRUCTION. Construction is begun when appropriate portions have been designed, but design of the entire project has not been completed. Bidding this type of design is difficult, if not impossible.

POLICY 6.2 BID PACKAGE SPECIFICATIONS

Following are subjects which shall be addressed in the Specifications:

(a) Bonding Requirements:

1. Bid Bond - Guarantees contractor can get a Performance Bond.

2. Performance (Bond Section 255.05 of Florida Statutes) - 100% of the cost of construction.

3. Payment Bond -100% of the cost of construction. (At the discretion of the Purchasing Manager, the Performance and Payment Bonds may be separate bonds, or may be one bond.

(b) Insurance:

1. General
2. All Builders Risk
3. Installation Floater
4. Explosion
5. City shall be included as an “Additional Insured”

(c) “Or Equal”:
   1. Approved products lists may be used.
   2. If “or equal” materials are allowed, who will decide if substitute is equal?

(d) Alternates - Add or Deduct

Additive or deductive alternates are discouraged. If they are used, the criteria for award shall be outlined in the specifications.

(e) Liquidated Damages. Consider 100% for substantial completion and 75% for final completion.

(f) Substantial Completion or Beneficial Occupancy shall be clearly defined. Please refer to the section in this manual entitled “Closing out a Project” for requirements.

(g) Progress Payments & Retainage - Section 255.05(2) of Florida Statutes. The City shall retain 10% of each request for progress payment until the project has been determined to be substantially complete. Upon substantial completion, the retainage shall decrease to 5%, at the discretion of the Purchasing Manager, and the contractor may request payment of one half of the funds previously retained.

(h) Liens:
   1. Partial Releases of Lien shall be required prior to or within five working days of City’s progress payment to contractor.
   2. No subsequent payment shall be made until approved Releases have been received for previous payments.
   3. Final Releases of Lien shall be required prior to or within five working days of final payment to contractor minus retainage.
   4. No retainage shall be paid until all Releases of Lien are received by the City.
   5. Each invoice for a progress payment shall have indicated on it by the City’s Construction Manager that the appropriate releases of lien have been received.

(i) Final Completion and Payment: Please refer the section in this manual entitled “Closing out a project” for requirements.

POLICY 6.3 CHANGE ORDERS

May be unilaterally issued by the City. Must be approved in writing by the Architect/Engineer (A/E), the Construction Manager, the Project Manager, the Department Head, the Purchasing Manager, the City Manager the City Council (if applicable). Shall include method of pricing, e.g.: “The cost or credit to the City resulting from a Change Order shall be determined in one or both of the following ways:
(a) By mutual acceptance of a properly itemized lump-sum amount supported by sufficient substantiating data to permit evaluation.

(b) By unit prices stated in the contract documents or subsequently agreed upon.

POLICY 6.4 FIELD ORDERS

(a) The Consultant, Construction Manager, and Project Manager may issue written Field Orders which interpret the contract documents, or which order minor changes in the work, without change in contract sum or contract time.

(b) List license and permit requirements.

(c) City shall have no responsibility for property or equipment of contractor. City shall have no responsibility for damage, theft, or vandalism to materials for job, even though the City has issued the Purchase Order and paid for the materials or equipment, until City accepts the project as substantially complete.

POLICY 6.5 TERMINATION BY THE CITY

(a) If the Contractor is adjudged to be bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed because of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he fails to make prompt payment to subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the contract documents, then the City may elect any of the following actions to obtain completion of the work. Should either actions two or three be elected, the Surety shall execute an appropriate document indemnifying the City against third party claims.

(b) Permit the Contract, with the assistance and consent of the Surety, to continue and complete the work in accordance with the terms and conditions of the contract documents.

(c) After giving the Contractor and his surety seven days written notice, terminate the employment of the Contractor and request the Surety to complete the work and satisfy all legitimate claims against the Contractor as required by the Performance and Payments Bonds. As the Surety completes the work satisfactorily, the balance of the contract sum will be paid in accordance with the terms and conditions of the contract documents.

(d) If the Surety fails to act expeditiously and competently to complete the work according to the terms of the contract documents, the City may then, without prejudice to any right or remedy and after giving the Contractor and his Surety seven days’ written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and may finish the work by whatever method the City may deem expedient. In such case the Contractor shall not be entitled to receive any
further payment until the work is finished. Such action may be taken by the City only after consulting with the Construction Manager and the Project Manager and after the consultant certifies that sufficient cause exists to justify such action.

(e) If the unpaid balance of the contract sum exceeds the costs of finishing the work, including compensation for the Consultant’s, Construction Manager’s, and Project Manager’s additional services, such excess shall be paid by the Contractor. If such costs exceed such unpaid balance, the Contractor and/or his Surety shall pay the difference to the City. The costs incurred by the City as herein provided shall be certified by the Consultant and Construction Manager.

(f) For the purpose of determining debarment criteria, or for evaluating performance for future City work, the exercise by the City of any action authorized by sub-paragraph 1, 2, or 3, above shall be equivalent to a default.
POLICY 7.1 AT SUBSTANTIAL COMPLETION

Substantial completion of a project is the point at which the work has progressed to where it is sufficiently complete so that the project, or part thereof, can be utilized for the purposes for which it is intended. The Designer, the Construction Manager, the Project Manager, the Building Officials, and the using department must all agree that the project has reached this stage.

(a) A punch list of work yet to be done, or work to be corrected or repaired, along with the time within which the work shall be completed, shall be developed at this time.

(b) If the contract documents call for it, and at the discretion of the City, the Contractor's retention may be reduced to 5% at this time. If the contract documents call for it, and at the discretion of the City, liquidated damages may be reduced to 75%.

POLICY 7.2 AT FINAL COMPLETION

Prior to final payment, all of the following shall have been completed:
(a) Completion of the items on the punch list.

(b) Final approved inspection by the Building Official.

(c) Issuance of a Certificate of Occupancy.

(d) Receipt of as-built plans.

(e) Receipt of final releases of lien from the Contractor, suppliers and subcontractors. In the event the final releases of lien from all the subcontractors and suppliers cannot be furnished, the Contractor shall submit a “Consent of Surety to Final Payment”, recognizing lack of such releases of claim.

(f) Proof of current insurance.

(g) Training of staff on use and maintenance of equipment and materials, as specified.

(h) Receipt of manuals on equipment and materials.

(i) Receipt of warranties on equipment and materials.

(j) Receipt of a list of subcontractors, major material and system suppliers, their project representative, trade, address, and telephone number.

All of the above (when practical) shall be bound in a ring binder.

POLICY 7.3 PROJECT EVALUATION

The Project Manager shall record in the Project file, and the Bid file, his/her evaluation and observations of the designer, the design, the contractors, and the construction manager. This
information may be used for future projects when selecting or pre-qualifying any of these disciplines. Any problems, delays, or defaults on the project shall be documented in writing and placed in the Project Manager’s Project file and the Bid file.
POLICY 8.1 CONSTRUCTION MANAGEMENT DEFINITION

Engineer-constructors, general contractors, design firm, and pure construction management firms traditionally perform this service.

In the traditional relationship of owner and architect, the design, bid, and construction phases of a project are treated independently, each of which is completed before the ensuing one begins. Using construction management allows the three phases to be conducted simultaneously, drastically cutting the lead-time required for delivery of the complete project. The construction manager and the architect should be selected at the same time. Basically the same process is used to select both. The construction manager then advises the architect on the facets of cost, time, materials, value engineering, and quality control through the design process.

POLICY 8.2 ORGANIZATION CAPABILITIES

To properly perform construction management, the professional Construction Manager must have an organization capable of evaluating input from the owner, the architect/engineer, and the construction industry. Since there is no licensing for this service, some of the questions to ask prospective construction managers follow:

(a) What is the purpose of Construction Management (CM) and what CM services are being provided?

(b) Does the Construction Manager’s fee include all construction management services?

(c) Do you have the staff to provide the necessary services? What are the education, experience, and background of staff?

(d) Have you done construction management before?

(e) What type and scope of construction management work have you performed?

(f) Are you members of a professional construction management society?

Ideally, the construction manager’s staff should consist of:

(a) Qualified project managers (the one person responsible to you).

(b) Cost estimators.

(c) Schedulers (with computerized scheduling).

(d) Value engineers (preferably with an accounting degree).

(e) Contracting department (to prepare scopes of work, bid packages, etc.)
(f) Project accountants.

(g) Architects (to evaluate materials and design).

(h) Engineers (to evaluate materials and design).

(i) Personnel with field construction experience (preferably with degrees in engineering or construction technology).

**POLICY 8.3 TYPES OF CONSTRUCTION MANAGERS**

The two types of construction managers (CM) are:

(a) Construction Manager for Fee: These firms are financially liable only for their fee on the project, and act generally as a consultant and agent for the owner. They do not ordinarily contract directly with prime contractors or subcontractors. They generally do not assume contractual or other responsibilities of a general contractor.

(b) Construction Manager at Risk: These companies take a more comprehensive role in the project in terms of legal and financial liability.

During the design phase of the project, the construction manager’s expends about 20% of his/her contract time. The greatest opportunity for savings is in the concept and design phases. The cost to make changes during these phases is also the lowest. His/her work in this phase could have a big impact on the cost management of the project. As the phases of the project progress, the opportunities for savings become less, and the cost of changes becomes higher. Once construction starts, it is difficult to affect savings. Through the process of Value Analysis, the CM will influence the selection of materials and systems by taking into account initial cost; life cycle costs (maintenance, repair, replacement); interface costs (effect on costs of other systems); effect on project completion (time).

**POLICY 8.4 CONSTRUCTION CONTRACT ADMINISTRATION**

The following are charged with administration of construction contracts:

(a.) Designer-architect or engineer:

The role of the designer may be from the lowest level of periodic inspection of the project for conformity to design specifications, to the highest level of construction management whereby the project is manned by the designer at all times during construction, they have an office on site, they inspect and approve/disapprove all phases of the construction, the materials, schedules, change orders, invoices. The designer’s role could also be anywhere between. If a consultant, he/she would be compensated for this role according to the level of responsibility. The designer’s role should be decided, and compensation negotiated prior to the start of construction.

(b.) Construction Manager:

This role may be filled by City staff, the project consulting architect or engineer, or a firm
specializing in this service and selected through the public selection process.

(c.) Project Manager:
A City staff member, often an architect or engineer, who is responsible for monitoring the project as the direct representative for the City. This role also may be from an observer to a construction manager.

(d) Field Representative:
An employee of the City, an authorized representative of the Project Manager, assigned to make observations of the work performed by the construction contractor.

POLICY 8.5  CONTRACT ADMINISTRATION

The following activities, at a minimum shall be conducted during construction of a project for the City. These activities may be performed by one, several, or all of the above (See Policy 10.4). The roles and responsibilities shall be determined prior to the pre-construction meeting at the latest.

(a) All instructions to the Contractor shall be issued through the Construction Manager, preferably in writing.

(b) All representatives of the City on the project shall each keep a log or diary on the project.

(c) All these representatives of the City shall at all times have access to the project. The Contractor shall provide safe facilities for such access. For safety reasons, unauthorized persons shall not be allowed access to the project.

(d) If the consulting designer’s role is minimal, he/she will make periodic inspections of the project to familiarize him/her with the progress and quality of the work, and to determine in general if the project is being constructed in compliance with the plans, specifications, and other contract documents. On the basis of inspections as a consultant, he/she will keep the City informed of the progress of the project, and will make every effort to guard the City against defects and deficiencies in the work of the Contractor. The consultant shall attend the regular periodic on-site meetings with the Contractor, the Project Manager, Construction Manager, etc. The consultant shall keep a diary of all inspections, visits, and meetings.

(e) Minutes shall be taken and distributed at each scheduled meeting, starting with the pre-construction meeting. If there is a Construction Manager on the project, he/she shall be responsible.

(f) A pre-construction meeting will be held before starting any work. In attendance shall be the Designer, Construction Manager, Project Manager, Field Representative, and Contractor with the job superintendent, major subcontractors, representative from utilities if affected, representative from other entities if affected, City Purchasing Manager. At this meeting, the following issues shall be discussed or delivered:

1. Signed agreement, proof of insurance, bonds.
2. List of subcontractors with telephone numbers, addresses, licenses.

3. Communication (telephone, beeper, cellular numbers).

4. Schedule of Values. Care shall be taken when reviewing and approving this document. Be sure the Contractor has not front-loaded the schedule. If approved, this would result in payment to the Contractor a value greater than the work performed. The Surety would hold the City responsible for this money should the Contractor default on the project. After each progress payment, the City should have sufficient money to pay for the completion of the project if the Contractor defaults.

5. Date of commencement of work. (Notice to Proceed).

6. Work progress schedule chart.

7. Transmittal forms for shop drawings, change orders, payment requests, etc.

8. Number of copies of submittals required.

9. Project office with telephone.

10. Staging area.

11. Traffic control if necessary.


13. Project signs.


15. Clarification of plans and project manual.

16. Set the time, dates, location of the regular periodic meetings.

(g) The contract documents, permits, schedules, change orders, test reports, minutes, etc. shall be kept on the job or in one location, accessible to all concerned.

(h) Shop drawings, samples, change orders, application for progress payment, and other Contractor submittals shall be reviewed and approved/disapproved in writing by the A/E, Construction Manager, and Project Manager jointly, in a timely manner.

(i) The inspections of the A/E, the Construction Manager, or the Project Manager shall in no way supplant or supersede those of the Building Officials or inspectors of other entities.

(j) The A/E, the Construction Manager, and the Project Manager, after joint consultation and
agreement, shall have authority to reject work not conforming to the construction documents and to require special inspection or testing.

(k) The A/E, the Construction Manager, and the Project Manager must each approve change orders in writing.

(l) The A/E, the Construction Manager, and the Project Manager must each approve the Contractor’s application for progress payment, in writing.

(m) The A/E, the Construction Manager, and the Project Manager shall conduct inspections together to determine the date or dates of Substantial Completion and Final Completion, and to compile the punch list.

(n) Although the Contractor shall have ultimate responsibility for developing and enforcing a job-site safety program, the A/E, Construction Manager, and Project Manager shall observe and call any violations or potential hazards to the Contractor. They shall have the authority to shut the job down should they determine there is a potential risk to life or property.

(o) Although the Contractor shall have ultimate responsibility for keeping the site free from the accumulation of waste materials or rubbish, the A/E, Construction Manager, and Project Manager shall observe and call any violations or potential hazards to the Contractor. They shall have the authority individually to have someone clean up the site and charged to the Contractor, should the site be determined to be a potential hazard and not cleared up when a natural disaster warning is issued.

(p) Although the Contractor shall have ultimate responsibility for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under the contract, the A/E, Construction Manager, and Project Manager jointly may require the Contractor to adopt other means, methods, techniques, sequences, and procedures should they be other than standard in the industry and/or contrary to the contract documents.

(q) The A/E, Construction Manager, and Project Manager jointly may require the Contractor to remove any worker from the job site who is unfit or unskilled in the job assigned to him/her.

(r) The Construction Manager or Project Manager shall retain all Notices to Owner, receive partial or final releases of lien prior to approving payment to the Contractor, and respond to inquiries of the bonding surety.

(s) The Construction Manager shall insure all the final documents, manuals, training, inspections, walk-throughs, etc. are delivered prior to declaring the project finally complete.

(t) The A/E, Construction Manager, and Project Manager shall inspect the project prior to the expiration of the one-year warranty, in the event there is failure of any materials or workmanship, and follow through should there be any warranty claims.
CHAPTER 9 - BONDS AND BID SECURITY

Chapter 255.5(1)(a) of the Florida Statutes states that any person entering into a contract for the construction or renovation of a public building or a public work shall be required to deliver to the owner (City) a payment and performance bond. The City has discretion to exempt projects for $200,000 or less from the requirement of a payment and performance bond. In the City of Mount Dora, the Purchasing Manager must approve any exemption. An exemption is discouraged.

POLICY 9.1  SURETY COMPANY

The Surety shall be listed in the latest Federal Register of the US Department of the Treasury, “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies”. The contract amount shall not exceed the underwriting limitations as shown in this circular publication. The underwriting limitations shall exceed the contract amount. Do not accept a letter stating that the Surety has reinsurance for amounts over what the Federal Register says they can write.

(a) If a Surety is on the Treasury Listing of the Federal Register, giving the bonding limits, there is no need to be concerned over Best or Moody & Poor’s ratings. The company must be licensed to transact surety business in the State of Florida.

(b) A high A.M. Best rating is acceptable, but not as good as being listed in the Federal Register. The larger the contract amount, the higher the rating should be.

(c) Bond premiums are based on the amount of the contract, not the value of the bond.

POLICY 9.2  CONSENT OF SURETY

Obtain the consent of the Surety to make final payment to the contractor. You may require the Contractor to submit such approval with the request for final payment.

(a) Contractor must submit Final Releases of Lien with, or within five days of, the request for final payment.

(b) Contractor shall provide the City with the name, address, and telephone number of the Florida resident agent.

POLICY 9.3  ATTORNEY SIGNATURE

Attorneys-in-Fact who sign Bid Bonds or Performance and Payments Bonds must file with each bond a certified and currently valid copy of their Power of Attorney.

POLICY 9.4  FRAUDULENT BONDS

Twenty percent (20%) of construction bonds are fraudulent. If you have any doubts, check with the Surety Company to confirm they issued the bond.
The cost of the bonds to the Contractor is approximately 1-2.5% of the cost of the construction contract. Sureties may question a bid spread over 10%.

POLICY 9.5  BID GUARANTEE OR BID DEPOSIT

A bid guarantee or bid deposit may be a certified check, a bid bond, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. There is no charge to the contractor for this bond.
(a) If bid security is required, a bid without it is not responsive and shall be rejected.

(b) Bid security shall be returned to the unsuccessful bidders only if requested.

(c) Bid security may be a specified dollar amount or it may be a percentage, not less than 5% of the amount bid.

(d) Should the successful bidder fail to enter into a contract, the bid deposit or guarantee will be forfeited.

(e) Failure to provide acceptable Performance and Payment Bonds within five working days of delivery of the agreement, and proof of insurance within 14 calendar days after notification of award, shall be just cause for the annulment of the award and the forfeiture of the bidder’s security. The City may then award the bid to the second lowest responsible, responsive bidder.

POLICY 9.6  PERFORMANCE BOND

The awarded bidder or contractor shall provide a Performance Bond for 100% of the contract price or a specified dollar amount, to secure fulfillment of all the contractor’s obligations under the contract.
If a change order materially alters the terms of a contract and substantially expands the scope of work to include work that was specifically excluded under the original contract, the Surety may be discharged from any obligations under its bond, unless they are notified and subsequently approved.

POLICY 9.7  PAYMENT BOND

The awarded bidder or contractor shall provide a Payment Bond for 100% of the contract price to insure payment of all persons supplying labor and material in the execution of work provided for in the contract.

POLICY 9.8  WARRANTY BONDS

The Warranty or Guaranty Bond shall guaranty all labor and materials against defects for a period of one year from the date of substantial completion, or completion of the contract. Warranty bonds can be bought for additional 2 or 3 years.

POLICY 9.9  DEFAULT

Every effort should be made to prevent the contractor from defaulting on a contract with the City.
Throughout the project, the City’s project manager shall insure that minutes of each meeting are prepared and directives, change orders, notices, etc. are in writing. If it appears there is a possibility of non-performance or default, notify the contractor in writing, telling them what you want them to do, when it must be done by, and what will happen if they do not. Copy the Surety, and call the agent. They can do certain things initially to mitigate problems.

If the contractor has not complied with your notice, notify the Surety in writing that the contractor did not comply and the City is declaring them in default.

Partial payments to the contractor should have been made according to the Schedule of Values submitted at the pre-construction meeting. It is incumbent upon the City or its design consultant to be sure the project is not front-loaded. If the Surety feels the City has approved payments to the contractor in excess of the value of the work performed, they may claim the City paid the contractor too much, leaving insufficient funds to complete the project.

In the event of default, Surety may (at their option):

(a) Fund the Contractor to complete the job.

(b) Bid the remaining work required for completion.

(c) Have the owner bid and complete with funding by Surety.

(d) Have the owner complete without surety and send Surety bill.

(e) Forfeit and write a check to owner.

If Surety takes over project, they are obligated for the entire cost of completion. If Surety forfeits, they cap their liability up to amount of bond. Owner can tell Surety they will not accept decision that owner completes project. If owner is careless and overpays the Contractor through progress payment, the Surety may not pay owner the remaining balance.

POLICY 9.10 FIDELITY BONDS

At its discretion, the City may require a Fidelity Bond from certain contractors whose personnel have access to sensitive or valuable items or on City property after hours, such as janitorial services. In order to collect on a Fidelity Bond, there needs to be an arrest and conviction.

POLICY 9.11 CHECKLIST FOR BONDS

(a) Bond Rating Companies: A.M. Best, Standard & Poor’s, Federal Treasury List Cir 570

(b) What is the bond’s rating? Is it on the Federal Register (Treasury Department reviews bonding company’s financial statements).

(c) Get consent of Surety to make final payment. Require the contractor to submit Surety’s consent with
request for final payment.

(d) Require name of insurance agent on Bid Proposal page.

(e) Require name of bonding agent on Bid Proposal page.

(f) Make sure bonds are signed by Surety and Contractor.

(g) Make sure Power of Attorney is attached.

(h) Make sure amounts match.

(i) Make sure all dates are current and Power of Attorney has not expired. (Power of Attorney shall be dated same date or prior to date of bond. Misdating mistakes are not substantial.)

(j) Bonds must be in writing.

(k) Bonds are not part of FIGA. (Florida Insurance Guaranty Association)

(l) Surety does not transfer risk. It remains with the construction contractor.

(m) Surety is responsible for reasonable change orders. Legally speaking, it is not necessary to increase bond. Some may require an increase in bond amount with pass-through cost to owner.

POLICY 9.12 FLORIDA STATUTES REGULATING BONDS

(a) Florida State Statute 255.05 - Little Miller Act regulates State’s bonding requirements.
(b) Florida State Statute 723.13 - Lien law (private work) states that City property cannot be liened.

POLICY 9.13 REGISTERED RATES

A Surety has registered rates and it also has deviations for good or better customers.

Cost of bond for Class B bonds (Construction) for $1,000,000

<table>
<thead>
<tr>
<th>First $100,000</th>
<th>$25 per $1,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Next $400,000</td>
<td>$15 per $1,000</td>
</tr>
<tr>
<td>Over $500,000</td>
<td>$10 per $1,000</td>
</tr>
</tbody>
</table>

“Bond Status Inquiry” - This form is sent to the owner by the Surety to keep informed of the progress and changes in the project. When it goes back to the Surety with change orders, Surety may charge the contractor an additional premium.

POLICY 9.14 PAST PERFORMANCE

Surety bonds for service contracts indirectly qualify contractors, since the Surety investigates the contractors past performance and financial history.
POLICY 9.15 OPEN-ENDED CONTRACTS

Open-ended contracts with no amount (such as sewer repair or asphalt repair on an as-needed basis) require a small bond up front. If a large job comes up unexpectedly get an additional bond as soon as possible.

POLICY 9.16 SERVICE CONTRACT BOND

Service contract bond - Require one in an amount to carry you for a few months in the event of default until you can re-bid. If you don’t have a bond for a service contract, make sure the contractor meets the following qualifications:

(a) Reasonable number of contracts same or larger size in the last five years.

(b) Non-responsible contractors will be disqualified. Ask if any jobs incomplete or defaulted.

(c) Retain a larger amount from progress payments.

(d) Make payments dependent upon percentage of completion, less the retainage.

POLICY 9.17 LIQUIDATED DAMAGES

Should the Contractor fail to complete the work and provided the contractor has not previously obtained an extension of time from the City, a sum appropriate with the following schedule shall be deducted as liquidated damages for each calendar day of delay from the final contract price. This schedule is a guide and may be adjusted if needed. Language allowing for liquidated damages must be included in the project bid documents.

<table>
<thead>
<tr>
<th>Contract Price</th>
<th>Liquidated Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to $100,000</td>
<td>$50.00 per day</td>
</tr>
<tr>
<td>$100,000 to $500,000</td>
<td>$100.00 per day</td>
</tr>
<tr>
<td>$500,000 to $1,000,000</td>
<td>$150.00 per day</td>
</tr>
<tr>
<td>$1,000,000 to $2,000,000</td>
<td>$200.00 per day</td>
</tr>
<tr>
<td>$2,000,000 to $5,000,000</td>
<td>$250.00 per day</td>
</tr>
<tr>
<td>$5,000,000 and over $</td>
<td>300.00 + $50/$1,000,000</td>
</tr>
</tbody>
</table>

Liquidated damages may be reduced upon substantial completion to 75%, at the discretion of the City.

Declaring the contractor in default shall not mitigate the City’s right to assess liquidated damages.
CHAPTER 10 - INSURANCE

POLICY 10.1 EVENT OF CANCELLATION NOTICE

Each policy shall be endorsed to reflect that the City will be given not less than thirty days written notice in the event of cancellation. Upon expiration or cancellation of any insurance, the contractor shall provide the City with proof of renewal or replacement insurance, with no change in coverage and no lapse of coverage.

POLICY 10.2 INSURANCE CERTIFICATE

(a) Insurance companies sell direct or through agents.

(b) The Insurance Certificate must have an original signature. A faxed certificate must be followed immediately by an original.

(c) The City shall be the Certificate Holder.

(d) The Certificate shall reference the bid number and the project name.

POLICY 10.3 PROOF OF INSURABILITY

A binder is good only for thirty days. Insist on proof of an issued policy within thirty days.

The Purchasing Manager or Risk Manager may require the contractor to produce an original insurance policy to verify coverage.

(a) All insurance companies providing the insurance under this contract must be authorized to conduct business under the laws of the State of Florida.

(b) They must be participants in the Florida Insurance Guaranty Association (FIGA) fund. This fund covers claims if one of its member insurance company folds. Non-admitted carriers are not part of the Guaranty Fund. If bonding company is admitted, they are covered by FIGA.

(c) All insurance companies must have a General Policyholder’s Rating of “B” or better, and a Financial Rating of “V” or better according to the latest publication of Best’s Key Rating Guide, published by A. M. Best Co.

A.M. Best Co.
Oldwick, NJ 00858
(Order) 1-201-439-2200
Fax (201) 439-3363

(d) All insurance companies are subject to approval, and may be rejected by the City without cause. If an insurance company is rejected, the contractor shall be given the opportunity to obtain the required insurance from a company acceptable to the City.
(e) For demolition or other hazardous work, get a certified copy of the insurance policy.

(f) Insurance companies are usually not good when they are small. The State cannot regulate small companies. A good company is a big company. Do not accept insurance from an offshore (foreign) company.

POLICY 10.4 ADDITIONAL INSURED

The City shall be listed as an Additional Insured for Comprehensive General Liability Insurance. There may be a small charge of $50-$100 to add the City as additional insured on a General Liability policy. The City shall not be listed as an Additional Insured under Workers Compensation, Professional Liability, or Automobile Liability Insurance. If we are, we may be responsible for the insurance premiums.

POLICY 10.5 LIMIT OF LIABILITY

The Limit of Liability is the maximum amount that an insurance company agrees to pay in the case of loss. There is an “aggregate” or “combined” limit, which is the maximum amount that will be paid for all losses of the insured during the annual policy period. (If the insured contractor has a $1,000,000 aggregate limit, and has $800,000 in outstanding claims on other contracts, that leaves $200,000 for coverage on City Contracts.) The City should consider requiring the contractor’s limit of insurance to be per occurrence, or the policy endorsed to indicate coverage of the required limits for the City’s contract.

POLICY 10.6 CLAIMS MADE POLICY

A “claims-made” policy covers claims made during the year the policy is in force, or during any previous period the policyholder was insured under the policy. When it is typical for claims to surface several years after completion of the contract, such as construction and construction design, the City may require General Liability or Professional Liability insurance be kept in force for five to ten years after completion.

POLICY 10.7 OCCURRENCE POLICY

An “occurrence” policy covers claims that arise from injury or damage that occurs during the policy period regardless of when a claim is filed. Any and all deductibles in insurance policies shall be assumed by and be for the amount of and at the sole risk of the contractor.

POLICY 10.8 INSURANCE REQUIREMENTS

Following is a guide to the type and limits of insurance that a contractor shall maintain during the life of the contract with the City. The Purchasing Manager and/or the Risk Manager shall increase the limits of insurance commensurate with the City’s legal exposure, cost, complexity, or hazardous nature of the contract.
(a) WORKERS’ COMPENSATION INSURANCE

In accordance with Florida Statue 440. Should the contractor be exempt from this statute, the contractor and each employee shall hold the City harmless from any injury incurred during performance of the contract.

The exempt contractor shall also submit a written statement such as “I __________ have only three employees and am not required to carry Workers Compensation insurance, and do not anticipate hiring any additional during term of this contract,” or copy of Certificate of Exemption.

JUA - Joint Underwriters Assn. - writes Workers Comp for those who can’t buy in open market.

If contractor has no Workers Compensation, its employees can collect under City’s Workers’ Compensation. If audited, City may be responsible for Workers Compensation premium for contractor’s employees. If contractor is legally exempt from carrying Workers’ Compensation Insurance, have each principal and employee complete hold harmless agreements.

(b) COMPREHENSIVE GENERAL LIABILITY INSURANCE

With comprehensive single limit of liability not less than $500,000 per occurrence for bodily injury and property damage combined. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the vendor. This form of insurance covers Contractual Liability insurance.

1. Premises Operation: including coverage for explosion, collapse, or damage to underground property; also elevators, if any. Underground property refers to damage of wires, conduits, pipes, sewers, etc., beneath the surface of the ground, caused by the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, backfilling, or pile driving.

2. Personal Injury coverage.

3. Products and Completed Operations coverage: Which covers liability for bodily injury or property damage incurred by a merchant or manufacturer as a consequence of some defect in the product sold, manufactured, handled, or distributed. Claims are covered only after the product has been sold and possession relinquished. Completed operations are the liability, as a result of improperly performed work, incurred by a contractor after he has completed a job. Manufacturers buy Products and Completed Operations coverage, and contractors buy Completed Operations protection.

4. Owners and Contractors Protective Liability protects against losses caused by the negligence of a contractor or its subcontractors.

5. Broad Form Property Damage Liability, including completed operations.
(c) COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

With bodily injury minimum limits of $300,000 per person and $500,000 per occurrence, and property damage limits of $300,000; or a comprehensive single limit of liability for bodily injury and property damage combined, with minimum limits of $500,000 per occurrence, covering all owned, non-owned, and hired vehicles used by the contractor while performing operations in connection with the contract.

(d) OTHER INSURANCE, DEPENDING ON THE TYPE AND VALUE OF CONTRACT

(e) BUILDERS RISK COMPLETED VALUE FORM

Fire, extended coverage, vandalism, and malicious mischief for the full value of the contract amount. The contractor, all subcontractors, and the City are to be named insured, as their interest may appear. This insurance is to be kept in force until the property has final acceptance by the City. This policy shall include a provision that the premises may be occupied and used by the City. Material and equipment theft is included in this coverage.

(f) PROFESSIONAL LIABILITY

Formerly called “errors and omissions”, this protects the professional against his/her liability for damages (and the cost of defense) based upon his/her alleged or real professional errors and omissions or mistakes. Some of the forms available include: architects/engineers, medical malpractice, attorneys, trust department, escrow agents, accountants, veterinarians, etc.

Require Professional Liability coverage for five to ten years after completion of the contract if policy is “claims made”.
CHAPTER 11 – WAIVERS OF BID

The City Manager may waive the formal bidding procedure up to $25,000, and Council may waive the formal bidding procedure over $25,000, for the following reasons. Every attempt should be made to obtain three written quotations.

(a) The health, safety, or welfare of the citizens or employees is at stake.

(b) To get a vehicle or equipment vital to the operations of the City back into service.

(c) If equipment needs to be taken apart to give an estimate or price.

(d) For the purchase or rental of real estate when location is important.

(e) Emergencies and natural disasters.

(f) When specifications must not be made public due to covert or confidential operations of the Police Department.

(g) When advertising must be done in a specific publication such as a trade journal, local publication, etc.

(h) To obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Purchasing Manager.

(i) When an essential government service would be interrupted.

(j) When additional loss to public or private property might occur.

(k) When, after notice in accordance with ordinance, no bids or proposals are received.
CHAPTER 12 - BID PROTESTS

The resolution of Bid Protests shall be governed by the following policies:

POLICY 12.1 NOTICE OF PROTEST

This section shall apply to protests by bidders and proposers when the City Manager recommends a purchase of goods, supplies, equipment, or services that would cost twenty-five thousand dollars ($25,000.00) or more.

The City shall provide notice of its intent to award or reject to all bidders by posting such notice on the City’s website within two (2) working days after the posted review committee meeting.

The bidder must file a notice of protest in writing to the Chief Procurement Officer within three (3) working days after the posting of the notice of the City’s intent to award, and shall file a formal written protest within five (5) working days after filing the notice of protest. The notice of protest must be either, hand-delivered and date and time stamped by the Procurement Division, or sent via Certified U.S. mail, return-receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City’s decision regarding the award of bid.

(a) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents and evidence.

(b) A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

(c) Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.

(d) Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

(e) Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

POLICY 12.2 PROTEST REVIEW

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm. If the protesting firm does not agree with the administrative decision, they may appeal the decision in writing to the City Manager within five (5) working days. The notice of appeal must be either, hand-delivered and date and time stamped by the City Manager’s Office, or sent via Certified U.S. mail, return-receipt requested to the City Manager. The decision of the City Manager will be final and submitted with his/her recommendation to the City Council if the award exceeds ($25,000.00).
POLICY 12.3  PROTEST DEPOSIT

Any person who files a formal written protest shall post with the Purchasing Manager, at the time of filing the formal written protest a cashier’s check made payable to the City of Mount Dora in an amount equal to (one) 1% percent of the City’s estimate of the total amount of the contract or $5,000, whichever is less.

If the decision of the City Manager or designee upholds the action taken by the City, then the deposit becomes non-refundable and the City shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Manager or designee does not uphold the action taken by the City, then the City shall return the amount of the cashier’s check or bond without deduction, to the person or entity filing the protest.
CHAPTER 13 - PURCHASE ORDER PROCESS

(a) A need is determined by a person in a department.

(b) The need is communicated, preferably in writing, to the person in the department responsible for typing or inputting the requisition.

(c) The person with that responsibility types or inputs the requisition. If it is typed, any backup, forms, invoices, etc. are attached to the requisition. If it is input, such backup, with the requisition number written on it, is sent to the Purchasing Division for attachment to the Purchase Order, or other action.

(d) If a typed requisition, it is circulated within the department for the appropriate approval signatures. If it has been input into the computer, on a regular basis, the department head will review and approve the requisition. Each electronic approval of a requisition automatically, electronically sends the requisition to the next person with approval authority.

(e) The typed or electronic requisition next goes to the Finance Director for review.

(f) The typed or electronic requisition next goes to a Finance Department accountant for confirmation of the appropriate accounting code.

(g) The typed or electronic requisition next goes to the Purchasing Manager for approval. Upon approval, the computer program assigns a Purchase Order number to the requisition.

(h) The typed requisition next goes to Accounts Payable for input, or if payment is to be made, for vouchering.

(i) The Purchasing Manager then electronically sends the Purchase Orders to print.

(j) After printing, the Purchasing Manager signs each Purchase Order.

(k) The Purchasing Division faxes or emails the original Purchase Order with any attachments to the vendor.

(l) The electronic copy of the Purchase Order with any attachments is sent to Accounts Payable to hold in an open file until an invoice approved for payment is sent by the using department. It is then filed in a completed file. This copy, along with any attachments, is the official record of the transaction. It is the copy that is reviewed by our outside auditors. It is the copy that is retained according to the State of Florida Records Retention Act.

(m) A copy of the Purchase Order is sent to the using department to match up with its paperwork on that order. It is held in an open file for attachment of the receiving slip and a copy of the invoice. It may then be filed in a completed file.
CHAPTER 14 - USING DEPARTMENT’S RESPONSIBILITIES

POLICY 14.1 PLANNING

Each department shall be aware of how long it takes to get all the necessary approvals and paperwork through the department. They shall plan ahead accordingly. Each person involved in any part of the procurement process shall become familiar with the City’s laws, policies, and procedures governing procurement.

POLICY 14.2 SPECIFYING

Each department has a responsibility to correctly and completely describe their needs.

POLICY 14.3 FOLLOW-UP

Each department shall have a system in place to allow them to file its requisitions, attach its copy of the signed Purchase Order, monitor the Purchase Orders for receipt of the goods or services, attach the receiving slip, attach a copy of the invoice approved for payment, and file the completed order in a completed file.

POLICY 14.4 EXPEDITING

If the goods or services have not been delivered in a timely manner, the using department shall call the vendor to expedite delivery. If the department is unable to receive a commitment of a satisfactory delivery date from the vendor, it may call on the Purchasing Division for assistance.

POLICY 14.5 RECEIVING

Each department shall be required to inspect all deliveries of supplies or services to determine their conformance with the quality and quantity of the specifications set forth in the Purchase Order or contract. Should supplies or services not be as specified, the department shall make every effort to have the vendor correct the problem. If the department is unable to do so, they shall turn the matter over in writing, describing the problem and their efforts to have it corrected, to the Purchasing Manager for assistance. If the non-conforming materials or services are not bid items, and are acceptable to the using department, they may have the vendor issue the City a credit for the difference between the materials or services specified and those delivered. If they are bid items, the vendor must conform.

If any damage is found, the using department shall notify the vendor immediately and request an inspection. Document the notice with the name of the person to whom damage was reported, the date reported, and the action promised. If inspection or action is not taken when promised follow up in writing with documentation of the action promised and send a copy to the Purchasing Division.

POLICY 14.6 TESTING

Should there be a dispute between the using department and the vendor over the compliance with the specifications of the goods or services delivered; the two parties may agree to engage an independent testing laboratory or an independent consultant to make a determination. Prior to engaging the testing
lab or consultant both parties shall agree on who shall be responsible for the payment of this service.

POLICY 14.7 PROCESSING VENDORS’ INVOICES

Florida Statute 218.70, known as the “Florida Prompt Payment Act” sets forth “the policy of this state that payment for all purchases by local governmental entities is made in a timely manner”. This is also the policy of the City of Mount Dora. We expect prompt and accurate service from our vendors, and we should pay their invoices promptly and accurately.

The person who is assigned accounts payable responsibility shall match the vendor’s proper invoice with the City Purchase Order, and the receiving slip signed by the City employee who received the goods or services. If all three do not match, investigate and resolve the disparity. If all three match, the person with the authority to approve invoices for payment shall stamp and sign the invoice “...this invoice is approved for payment”.

If invoice is for a partial payment, or against a Blanket Purchase Order, the invoice number, date, and amount paid shall be written on the department’s copy of the purchase order so the balance on the purchase order is always current.

The approved invoice shall then be sent to the Finance Department Accounts Payable. The invoice will be paid the next time checks are printed. At the time of this writing, invoices received by Accounts Payable by noon on Thursday will be paid on Monday morning.
CHAPTER 15 - MISCELLANEOUS POLICIES

No employee, official, or agent of the City may solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Gifts of nominal intrinsic value, advertising the name of the contractor, such as note pads, calendars, pens, key chains, may be accepted. The City’s official policy, which is included in bid specifications, follows.

POLICY 15.1 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. -“No public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.” “… the term ‘public officer’ includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.”

City of Mount Dora policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of “gifts” includes the following:

(a)  Real property or its use.
(b)  Tangible or intangible personal property or its use.
(c)  A preferential rate of terms on a debt, loan, goods, or services.
(d)  Forgiveness of indebtedness.
(e)  Transportation, lodging, or parking.
(f)  Membership dues.
(g)  Entrance fees, admission fees, or tickets to events, performances, or facilities.
(h)  Plants, flowers, or floral arrangements.
(i)  Services provided by persons pursuant to a professional license or certificate.
(j)  Other personal services for which a fee is normally charged by the person providing the services.
(k)  Any other similar service or thing having an attributable value not already provided for in this section.
(l)  The City of Mount Dora has added Food, meals, beverages, and candy to this list.

POLICY 15.2 DRUG-FREE WORK-PLACE POLICY

Florida Statute 287.087 -“Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has
implemented a drug-free workplace program shall be given preference in the award process.”

POLICY 15.3 PUBLIC ENTITY CRIME POLICIES

Florida Statute 287.133 - “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, suppliers, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being place on the convicted vendor list.”

POLICY 15.4 PERSONAL USE OF GOVERNMENT CONTRACTS OR PRICING

If a vendor offers bid prices to all government officials and employees, the City’s officials and employees may avail themselves of such. However, the product must be ordered and paid for by the official or employee directly to the vendor.

The City shall not purchase personal items for resale to officials or employees, and should not use taxpayer’s money to finance employees’ purchases.

Officials and employees shall not seek bid or special pricing from City vendors for their personal purchases.

Employees in the Purchasing Division shall make no Purchases from City vendors, unless they do so unidentified as a City employee from a public retailer, or from sole source vendors, or when required for their health or safety.
CHAPTER 16 - SURPLUS PROPERTY

POLICY 16.1 DISPOSITION OF SURPLUS PROPERTY

The City Purchasing Division has the discretion to classify any City property/equipment as surplus that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function and is not otherwise lawfully disposed of. Qualifying property/equipment may be disposed of for value without bids to any governmental unit or if the property is without commercial value it may be donated, destroyed, or abandoned. (F.S. 274.06) Property valued to be under $5,000, may be disposed of in the most efficient and cost-effective means as determined by the Purchasing Manager or appointee. Any sale of property the value of which the Purchasing Manager or appointee estimates to be $5,000 or more shall be sold only to the highest responsible bidder or by public auction. (F.S. 274.06).

The Purchasing Manager shall provide a “Property Disposition Form” which shall include - all property/equipment declared surplus or obsolete and the requested method of disposition as mandated by "Florida Law". (F.S. 274.03)

Property/equipment valued under $1,000.00 may be disposed of in the most efficient and cost-effective means as determined by the Purchasing Division Manager or appointee. Any sale of property/equipment the value of which the Purchasing Division estimates to be $1,000.00 or up to $25,000.00 shall be sold at auction and approved by the City Manager or designee.

Property/equipment valued at $25,000.00 and above shall be approved by the City Council and sold at public auction.

POLICY 16.2 NOTIFICATION & DELIVERY OF SURPLUS PROPERTY

Each Division/Department must report its surplus or obsolete property, equipment, or supplies to the Purchasing Division by sending an email to the Purchasing & Property Manager. Once this is approved as surplus by the Purchasing Division, the Division/Department shall deliver the property to the Purchasing Division and place in the surplus area.

The Purchasing Division shall complete a “Property Disposition Form” along with a picture of the surplus item. Once completed, all forms are electronically sent to the City Manager’s Office for final signature (assuming the value is $1,000.00 or more but less than $25,000.00). If the value is over $25,000.00 a City Council Agenda Item is prepared by the City Clerk’s Office and placed on the City Council Agenda for their approval.

Notification and delivery of surplus material to the designated area is the responsibility of each department. The Purchasing Division must insure the inspection of the items to verify the serviceability, condition, and original item cost. Once an item has been declared surplus, it becomes the responsibility of the Purchasing Division. It cannot be traded in, transferred, sold, cannibalized, or placed back into service without the approval of the Purchasing & Property Manager.

The Purchasing Division shall maintain fiscal year listings of all surplus property/equipment. All department directors will be responsible for periodic review of the current “Surplus Property List” and must notify the Purchasing Division within fifteen (15) calendar days after notice of sale or other
disposition, with any requirements for the material. Before property is disposed of, the Purchasing Division may check with other departments to ascertain the need for the property/equipment.

**POLICY 16.3 SURPLUS PROPERTY DISPOSITION FORMS**

The Purchasing Division shall recommend to the responsible Divisions/Departments the means and method of disposition of the surplus property. The following are acceptable forms of disposition:

1. Transfer to another department or division
2. Trade in on new equipment
3. Cannibalize for parts
4. Sell as scrap
5. Destroy or abandon
6. Sell to by public auction

The responsible Division/Department shall declare the items on the “Surplus Property List” as surplus and allow the Purchasing Division to dispose of property in one of the above listed methods. The City Manager must approve disposition of surplus property valued at $1,000 or greater. Items valued below the $1,000 threshold may be disposed of in the most efficient and cost-effective means as determined by the Purchasing Division without prior authorization by the City Manager. However, the Purchasing Division shall keep the dispositions and cash receipts in a spreadsheet for accountability purposes.

Special circumstances arise when a City vehicle is involved in an accident. In this case, the vehicle is to be towed to the Respective Department/Division area who owns it and an e-mail is sent to the City’s Risk Manager. Once the vehicle arrives at the Department/Division site, Purchasing will alerted and will complete a “Property Disposition Action Form” and retain until further instructions from the City’s Risk Manager as to the status of the vehicle. Once the insurance company advises the City of the status, the vehicle will be placed back in the fleet or surplused and Finance is alerted to remove from the Fixed Asset Schedule.

**POLICY 16.4 PROPERTY TRANSFERS**

Each department must report property/equipment transfers by contacting The Purchasing Division through email notifying them that they wish to transfer property/equipment from one Division/Department to another. Once this email arrives, the Purchasing Division shall prepare a “Property Disposition Form”. All Transfer property forms must be forwarded to the Purchasing Division prior to the transaction. The Purchasing Division will process the transfer request, route for appropriate approvals and distribute executed copies to the required personnel and the Finance Department for appropriate adjustment to the City’s fixed asset records. Notification and delivery of the transferred property to the designated area is the responsibility of each division/department.

**POLICY 16.5 SALE OF SCRAP MATERIALS**

Items that have lost all value in their original form or have been declared obsolete and cannot be sold will be classified as scrap and all items shall be placed in the metal scrap dumpster at the City Complex.
The Purchasing Division shall contact the local scrap dealer when the dumpster is full for pick-up. The scrap dealer will then issue a check to the City within 48 hours. Proceeds from the sale shall be delivered to the Finance Department as revenues to the appropriate fund for the City. A copy of the sales proceeds document will be provided to the Purchasing Division for its records.
CHAPTER 17 - ETHICS IN PUBLIC CONTRACTING AND PURCHASING

This Code of Ethics, which follows, shall guide the Purchasing Division staff.

(a) Members regard public service as a trust and support the professional principals of governmental purchasing.

(b) Members believe in the dignity of their office, the importance of the purchasing profession to their governmental agencies, and give first consideration and loyalty to their respective agencies.

(c) Members are always guided in their actions by integrity and honor to merit the respect and inspire the confidence of the agency and the public which they serve.

(d) Members accept full responsibility and accountability for their actions related to the purchase and supply functions.

(e) Members believe that character is the greatest asset in their profession and therefore will not accept gifts or other things of value from vendors, where the intent is to influence the purchaser.

(f) Members shall comply with all current laws and statutes pertaining to acceptance of gifts and gratuities.

(g) Members keep their governmental agency fully informed of purchasing issues and progress toward resolving such issues through appropriate channels by emphasizing the facts without personal aggrandizement.

(h) Members do not allow political considerations or other conflicting outside influences to enter their relationships with vendors or employees. Personnel administration is based upon a merit basis without regard to political, religious or racial considerations.

(i) Members shall not engage in unscrupulous practices and misrepresentations; recognizing that mutually profitable business relations are based upon honesty and fair dealings.

(j) Members will be courteous, considerate, prompt and businesslike with whom they deal, including their employers, employees, vendors, the media and the public.

(k) Members subscribe to and support the purpose and professional objectives of the Association.

(l) Members shall endeavor to increase their knowledge of the profession through education, organizational memberships, and participation with professional associations where possible.

(m) Members shall strive to continually increase competition in vendor selection and shall endeavor to prevent any collusive activities among vendors.
POLICY 17.1 EMPLOYEE CONFLICT OF INTEREST

It shall be unethical for any employee to participate directly or indirectly in a procurement when the employee knows that:

(a) the employee or any member of the employee’s immediate family has a financial interest pertaining to the procurement; or

(b) Any other person, business, or organization with whom the employee or any member of an employee’s immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

(c) An employee or any member of an employee’s immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

POLICY 17.2 GRATUITIES AND KICKBACKS

(a) Gratuities. It shall be unethical for any person to offer, give, or agree to given any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

(b) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the primary contractor or higher tier subcontractor any person associated therewith, as an inducement for the award of a subcontract or order.

(c) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.

POLICY 17.3 PROHIBITION AGAINST CONTINGENT FEES

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

POLICY 17.4 CONTEMPORANEOUS EMPLOYMENT PROHIBITED

It shall be unethical for any employee who is participating directly or indirectly in the procurement process to become or to be, while such an employee, the employee of any person contracting with the Governmental body.
POLICY 17.5 WAIVERS FROM CONTEMPORANEOUS EMPLOYMENT PROHIBITION AND OTHER CONFLICTS OF INTEREST

The City Council may grant a waiver from the employee conflict of interest provision or for the contemporaneous employment provision upon making a written determination that:

(a) The contemporaneous employment or financial interest of the City employee has been publicly disclosed;

(b) The City employee will be able to perform his or her procurement functions without actual or apparent bias or favoritism.

POLICY 17.6 USE OF CONFIDENTIAL INFORMATION

It shall be unethical for any officer, employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.
CHAPTER 18 - PROCUREMENT CARDS

The Purchasing Division has initiated a Procurement Card Program for the purpose of expediting small purchases in the most cost effective and efficient method. This program will provide improved tracking of actual spending, and in addition, offer payments to vendors in a much more timely manner, thereby increasing the City's opportunity of obtaining discounted pricing.

The policies and procedures provided herein are minimum standards for departments. Departments may establish additional controls beyond those stipulated herein.

POLICY 18.1 THE PROCESS

The Procurement Card system simplifies the procurement/disbursement process by allowing the cardholder to place orders directly with the vendor.

When a purchase is placed with the supplier and the supplier requests authorization, the Procurement Card System validates the transaction against preset, limits established by the Department Head and the Purchasing Division. All transactions are approved or declined (electronically) based on the established procurement card authorization criteria. The authorization criteria may be adjusted periodically as needed and may include, but is not limited to, the following: single purchase limits ($1,000.00 per transaction for employees and $2,000.00 per transaction for supervisors); approved merchant category codes; and monthly credit limit. The monthly credit limits and single purchase limits will be established by the Department Director prior to the Purchasing Card being ordered for the employee.

POLICY 18.2 ELIGIBILITY

Department Directors will recommend permanent employees within their respective departments whose positions would benefit in cost savings and efficiency to receive a Procurement Card. Temporary employees, part-time employees and employees on probation are not to be issued a card.

POLICY 18.3 CRITERIA FOR DETERMINING CARDHOLDERS

In determining which employees are to receive this card, Department Directors should use the following criteria:

- Will the employee’s use of a card enhance productivity?
- Will the employee’s use of a card reduce paperwork?
- Will the employee utilize the card regularly for purchasing of authorized goods/services?

POLICY 18.4 PROCUREMENT CARD USES

Procurement Cards may be used for small dollar purchases, not in conflict with purchasing procedures, which do not exceed a total expenditure of $1,000.00 per transaction for employees and $2,000.00 per transaction for supervisors. In most instances, this method of procurement is an alternate to traditional
monthly purchase orders. In all instances, this card is to be used solely for Official City Business.

Procurement Cards may be used for travel expenses in accordance with the City Travel Policy. Eligible charges consist of registration fees, airfare or other common carrier charges, rental cars, hotel expenses, and parking fees required by the hotel.

Procurement Cards may not be used for items not budgeted, nor items for personal use. Failure to properly use the Procurement Card within the guidelines set by Purchasing will result in the cancellation of Procurement Card privileges for the employee and possible disciplinary action.

18.5 LIMITATIONS ON USE OF THE PROCUREMENT CARD

Cardholder use ONLY:

The purchasing card may be used only by the employee whose name is embossed on the card. No other person is authorized to use the card.

Purchases ONLY:

The procurement card is to be used for City authorized purchases only. The procurement card is not to be used for any personal transaction.

Dollar Limitations:

The Department Head approving the assignment of a procurement card will set two limits for each cardholder. A single transaction limit and also a monthly credit limit.

One purchase may be made of multiple items, but the invoice cannot exceed the threshold set by the Department Head. Payment for purchases shall not be split to stay within the single purchase limit.

Limitations on use of the City Procurement Card:

- Fuel charges for city vehicles
- Cash advances
- Personal items
- Telephone calls
- Alcohol or prescription drugs
- Any transaction that would include sales taxes
- Flowers
- Greeting Cards
- Purchases using non-registered one-time vendors
- College Tuition – Up Front
- Capital Equipment (Over $1000.00 and a life of greater than 1 year)
- Splitting charges to avoid obtaining three quotes
- Food, including personal meals and beverages unless for a specific City event
- Charges to City Businesses that have a City Net30 Account in place. These include Lowe’s, Ace
Hardware, H & D Auto Parts and Sam’s Club. There are other businesses so the cardholder needs to check prior to using the Purchasing Card.

POLICY 18.6 TRAINING

Cardholder(s) will receive training from the respective department secretary on the overall policies of the Procurement Card Program, as presented in this document, at the time the procurement card is issued. The Purchasing Division may also provide training if needed.

POLICY 18.7 MAKING PURCHASES WITH THE PROCUREMENT CARD

A. A receipt should be obtained for every purchase

This receipt or charge slip will be retained either by the cardholder or by a designated person in the cardholder’s office until attached to the monthly statement.

B. Telephone orders

When placing a telephone order, the cardholder must confirm that the vendor will charge the purchasing card when shipment is made so that receipt of the supplies may be certified on the monthly Statement of Account.

C. Missing documentation:

If for some reason the cardholder does not have documentation of the transaction to send with the statement, he/she must attach a description of the purchase and an adequate explanation for the purchase. This explanation must state that the purchase is ordinary and necessary, reasonable in amount and for a valid business purpose.

Missing receipt for meals must include the explanation above, purpose and people attending meal.

Continued incidents of missing documentation may result in the cancellation of the employee’s procurement card.

D. Payment and invoice procedures:

The purchasing card company will mail an individual billing statement to the cardholder at his/her office and one consolidated statement for all cardholders to the Finance Department.

This Statement of Account will list all transactions processed during the previous 30 days. If no purchases were made on the procurement card during the billing cycle, no Statement of Account will be generated unless adjustments for previously billed transactions have been processed during the cycle.

The cardholder must review the statement and note any errors.
Card charge slips/receipts for all items listed on the statement should be attached to the statement with a brief description of the item purchased and the project or work done.

Account numbers for each item (or account numbers and total dollar amounts for groups of items) will be written on the statement or on a designated label to be attached to the statement.

The statement will then be reviewed and signed by the Department Card Representative designated by the Department Head.

By signing the statement, the designated Department Card Representative is certifying that all charges are appropriate and authorized and that all charges are substantiated by attached receipts.

Once the Department Card Representative has reviewed and signed all statements for which he/she is responsible for, the statements are forwarded to the Accounts Payable Section of the Finance Division.

All statements shall be forwarded to Finance within five working days after receipt.

All procurement card transactions that contain sales tax must be remedied by the cardholder. The City will not pay for sales tax. If the sales tax cannot be credited by the vendor, the cardholder will bear the expense through payroll deduction.

**POLICY 18.8 DISPUTES**

All purchases disputes must be handled before turning in purchasing card statements/receipts to the Accounts Payable Section of the Finance Division.

A. If items purchased with the procurement card are defective, the cardholder must return the item(s) to the vendor for replacement or credit. If the service paid for with a purchasing card is faulty, the vendor must be notified and asked to correct the situation or provide credit. If the vendor refuses to replace or correct the faulty item or service, the purchase will be considered in dispute.

B. A disputed item must be explained with a note on the cardholder’s Statement of Account before the statement is forwarded to Finance for payment.

C. It is essential that the time frames and documentation requirements established by the purchasing card issuer be followed to protect the cardholder’s rights in dispute. Dispute policies and procedures issued by the purchasing card issuer will be provided at the time purchasing cards are issued to cardholders.

D. If a purchase includes sales tax, the cardholder must dispute this charge prior to turning in documentation to Finance.
POLICY 18.9  REVIEW OF DEPARTMENTAL PURCHASES

A. Because of their knowledge of the job responsibilities and requirements, Department Head and designated Card Representatives are required to review each procurement card expenditure (item purchased, amount, expenditure description and vendor) to ensure the goods or services were necessary, for official use, and conditions were complied with for the card purchase.

B. When purchases are questioned, the Department Head or their designated Card Representative will be responsible for resolving the issue with the cardholder. If the Department Head cannot be satisfied that the purchase was necessary and for official use, the cardholder must provide either a credit voucher proving the item(s) were returned for credit or a personal check for the full amount of the purchase. Checks must be sent to the Finance Department with an explanation and account number.

C. Serious or repeated misuse of the purchasing card will result in the revocation of the card. Employees incorrectly using their purchasing card will be disciplined by the Department/Division Head on a case-by-case basis.

D. Department Directors will be required to review and adjust procurement card limits every fiscal year for their departments/divisions.

POLICY 18.10  LOST OR STOLEN CARDS

Any lost or stolen cards are to be reported immediately to Suntrust at 800.836.8562, 24 hours a day, seven days a week and to the Department Head (or designee). The report filed with Suntrust shall include the complete information surrounding the loss, the date and location of the loss, the date and time Suntrust was notified, a list of any purchases made on the day the card was lost or stolen, and any other information pertinent to the incident.

Lost or stolen cards are the responsibility of the cardholder only. The Purchasing Division does not handle this type of request.
GLOSSARY

APPROVED EQUAL

The exact product of one or more suppliers of typical workmanship is designated as the level of quality and performance desired, and the City reserves the right to approve any other as equal or acceptable.

BID

As used in this document, bid refers to the formal process of issuing specifications, advertising the legal notice, receiving sealed offers, opening and reading them in public at a time and date certain, awarding the bid according to the criteria outlined herein, and entering into an agreement with the successful bidder.

BLANKET PURCHASE ORDER

An order to a vendor, or authority to Accounts Payable to make installment or progress payments, generally issued for established services or commodities under contract, for a firm price, for a specified period of time. Blanket Purchase Orders reduce the number of small orders.

BRAND NAME

A product whose manufacturer is identified on the product or on the package. Branded products are generally higher in price than unbranded products. However, a branded product usually insures consistency of quality.

CHANGE ORDER

A written order signed by the City and the Contractor, directing the contractor to make changes to the contract or project, change the time for completion, or changes the amount of the contract. To be enforceable, all Change Orders involving City contracts shall be in writing and signed by both parties.

CONFIDENTIAL INFORMATION

As it relates to Procurement, information which is confidential and not subject to the Florida Public Records Law consists of vendors’ financial statements, computer software programming, and trade secrets.

CONFLICT OF INTEREST

A conflict of interest arises when an employee, official, or agent of the City, any member of his/her immediate family, or his/her partner, has a financial or other interest in a firm or individual soliciting business with the City.

CONTINUING CONTRACT
An agreement for professional or consulting services entered into, in accordance with all the procedures of the State of Florida Consultants’ Competitive Negotiations Act, between the City and a firm, whereby the firm provides professional or consulting services to the City for work of a specified nature as outlined in the agreement, with no time limitation except that the contract shall provide a termination clause.

**CONSTRUCTION**

The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

**CONSULTING SERVICES**

Professional services complementing or supplementing the services of City staff. The consultant is highly rated and experienced in his/her profession, and retained to give expert advice.

**CONTRACT**

All types of City agreements, regardless of what they may be called, for the procurement of supplies, services, or construction. A Purchase Order, when accepted by the vendor (delivery or performance constitutes acceptance), becomes a contract.

**CONTRACT ADMINISTRATION**

A system or procedure to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

**CONTRACTOR**

Any person having a contract or agreement with the City to perform work or furnish materials.

**COST**

The amount paid to acquire goods or services. This may include, but is not limited to, price, transportation, supplies, etc.

**COST REIMBURSEMENT CONTRACT**

A contract under which a contractor is reimbursed for costs which are allowable in accordance with the contract terms and the provisions of this Ordinance, plus a fee or profit, if any.

**LIFE CYCLE COST**

Sometimes called TOTAL COST. The compilation of data for the purpose of arriving at costs actually incurred, or estimates of costs to be incurred, usually over the useful life of a piece of equipment. It
usually includes the acquisition cost, the cost of supplies, and the cost of power to run the equipment. It may include the cost of maintenance and repair.

DESIGN BUILD

A single contract with a design-build firm for the design and construction of a public construction project.

EMERGENCY

A temporary, unforeseen occurrence or combination of circumstances which endangers life or property, and calls for immediate action or remedy.

FINANCIAL INTEREST

Ownership of any interest or involvement in any relationship from which, or as a result of which, a person has received, or is presently or in the future entitled to receive compensation. Ownership of such interest in any property or any business.

Holding a position in a business such as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

GRATUITY

A payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

INVITATION TO BID

All documents, whether attached or incorporated by reference, utilized for soliciting sealed offers on goods or services from prospective suppliers.

LETTERS OF INTEREST

A process for procuring professional consultant service and sophisticated information technology. These are purchases where options and value may not be known until the most qualified firms have thoroughly demonstrated the scope of their abilities and their past experience.

LOCAL PREFERENCE

Special or favored treatment or consideration based on vendor residency, the favoring of local or in-state products.

PERSON

For the purpose of this Manual, any business, individual, corporation, partnership, joint venture, organization, or group of individuals.
PERSONAL PROPERTY

Goods, materials, supplies, equipment, furniture, vehicles, machinery.

PRICE

A monetary amount exchanged for property or services.

PROCUREMENT

The procedures for obtaining goods or services, including all activities from the planning steps and preparation and processing of a requisition, through receipt and acceptance of delivery and processing of a final invoice for payment. The acts of preparing specifications, evaluating bids or proposals, making awards, and administering contracts are involved.

PROFESSIONAL OR CONSULTING SERVICES

Those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State, and all other professional services not listed in Section 287.055(2)(a), with the exception of legal services; or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, or other professionals except legal professionals, in connection with his/her professional employment or practice.

PROJECT MANAGER

The Project Manager is the person who is assigned by the City to monitor the construction of a project, or the performance of a contract. There may be an outside firm, such as architectural or engineering, acting as the Project Manager, or Construction Manager; there may be a City engineer acting as the Project or Construction Manager; or there may be both.

PROPRIETARY

Made and marked by a person having the exclusive right to manufacture and sell it.

QUALITY

In public purchasing, quality is related to function and ultimate cost. Quality determines price. The right quality needed is that which should be specified. Quality too low will result in a product or service that falls short of the need. Quality too high will result in unnecessary cost.

QUOTATION

A price for materials or services given by a vendor in response to an inquiry by the City to a vendor. It is preferable in writing, but, for low-cost purchases, may be verbal.
REAL PROPERTY

Land, buildings, fixtures, all other improvements to land, and rights of way.

REQUEST FOR LETTERS OF INTEREST

A formal method to determine who, in the marketplace, is available, capable and interested in working on a specific project for the City. The project may be only a concept; it may require design by the respondents; or it may be beyond City staff to specify.

REQUEST FOR PROPOSALS

All documents, whether attached or incorporated by reference, utilized for soliciting proposals. A formal, advertised procedure, following similar policies as an Invitation to Bid.

REQUEST FOR QUALIFICATIONS

All documents, whether attached or incorporated by reference, utilized for soliciting responses from professionals. The qualifications submitted will allow the City to determine which professionals have done work of a scope similar to the City’s subject project, which professionals shall then be considered for selection for the project. This shall be a formal, advertised procedure, complying with policies contained in this Manual.

RESPONSIBLE BIDDER OR OFFEROR

A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

RESPONSIVE BIDDER

A person who has submitted a bid which conforms in all material respects to the Invitation to Bid, Request for Proposals, Request for Qualifications, or Request for Letters of Interest.

SOLE SOURCE

Sometimes called SINGLE SOURCE. The only vendor from whom a product or service is available.

SPECIFICATIONS

A description of the product or service a purchaser is seeking to buy. The directions, provisions, and requirements setting out or relating to the method and manner of performing the work or furnishing the quantities and qualities of materials and labor under the contract. The description shall be adequate to assure obtaining a product or service which will satisfy a particular need with the right quality, at the right time, for the right price. Purchase specifications are usually of the following general types. They are not mutually exclusive, and may overlap. The objectives of specifications should be to
encourage competition, keep design and other details to only those that are necessary.

**DESIGN**

Tends to spell out in detail how a product is to be made or a service carried out. Tends to limit competition.

**PERFORMANCE or FUNCTIONAL**

Focuses on the result that is expected or required of a product or service, rather than how it is to be accomplished. Tends to encourage competition, ingenuity, and innovation.

“**OR EQUAL**”

Uses manufacturers’ or brand names as references to identify the quality and performance characteristics being sought.

**QUALIFIED PRODUCTS LIST**

A compilation of manufacturers’ and brand names developed on the basis of a written specification, where the products listed have been examined or tested for compliance prior to asking for bids.

**SURETY**

The corporate bond company or individual which is bound by contract bond with and for the contractor, who is primarily liable, and which engages to be responsible for his acceptable performance of the work of which contract has been made, and for his payment of all debts pertaining thereto.

**VALUE ANALYSIS**

The comparison of the cost of a given need versus its worth, e.g. Will spending more on a better quality now give the item longer life; conversely, since we do this often, we don’t need a very good quality.

**VENDOR**

An outside supplier of goods or services.

**WAIVERS OF BID**

The exemption of a purchase, which is required by law to be bid, from the bidding procedures. There shall be compelling reason to waive bids. Mayor and Council must waive bids over $25,000.00. The City Manager may waive bids $25,000.00 and under.
PURCHASING POLICIES & PROCEDURES
Fiscal Year 2015-2016

By the City Charter, City Council must annually adopt a framework placing guidelines for the acquisition or rental of tangible personal property and services. This policy must include a maximum dollar level that cannot be exceeded without expressed City Council approval. The purchasing procedures are for obtaining services and material for the usage of the City and shall not be utilized for the personal usage of employees, citizens or other organizations, except to the extent of joint purchasing agreements with other governmental units. These guidelines are to ensure fair, open and equitable treatment of all potential bidders and vendors for the City of Mount Dora, while promoting a effective broad-based competition within the free enterprise system and reducing the appearance and opportunity for favoritism. These policies and procedures are not intended to provide detailed descriptions of each aspect of the City’s procurement process, but to provide sufficient detail to enable departments, vendors and citizens to be fully aware of comply with our policies and procedures.

The primary function of Purchasing is to obtain the best quality material or services for the City’s use, while obtaining maximum value for the tax dollar spent. Price is not the sole consideration. The criteria for purchases are:

1. The quality of the material or service must meet the minimum standards to meet the need or perform the task.
2. The material or service must be available in a timely manner, i.e., when it is needed.
3. The selection is based upon the lowest most responsive bidder under the Invitation to Bid
4. The material or service must be at the lowest competitive price after consideration of the previous two criteria.
To perform this objective, certain transactions must flow through a purchase order system. Formal purchase orders issued through this system are necessary to authorize vendors to deliver goods and services in accordance with the terms set forth by the City. This allows budgetary control by encumbering funds and rejecting purchase requests when funds are not available. It is intended that all purchases for equipment, materials, supplies and services necessary to the City’s operation be reasonably subject to competitive selection. Purchasing shall make all purchases in excess of the specified limits for Departments listed below. Purchases shall not be made until properly authorized.

The purchase requisition serves as a formal start of the process. The Division Heads, Department Heads, or City Manager will issue a requisition within the limits as set by Policies or Procedures, thus authorizing the Purchasing Department to proceed with a purchase.

**REQUISITIONS**

The following are conditions that control the issuance of a requisition:

1. The splitting of purchases or requisitions for the purpose of circumventing the established Policies & Procedures, whether as to authorization or competitive selection is strictly prohibited.

2. Requisitions may only be issued under the knowledge that there are sufficient funds or appropriations available in the account code listed. Any requisition with a status of “Ready for Buyer Processing” must have written documentation forwarded to Purchasing regardless of the dollar amount.

3. The requesting party must expressly justify any requisition for an excess of (1) year’s requirements to the City Manager. The City Manager or his designee must then approve the request. Requisitions entered into the computer system are not valid requisitions until all approvals have been obtained.

4. Changes to a requisition or purchase order in excess of five percent (5%) shall be expressly authorized by all original approval levels involved. Changes requiring this additional approval are also subject to the authorization levels that would have been in effect if the total amount of the purchase were to be considered, not just the change amount, except that changes up to 5% to requisitions that were at City Council Approval Level, and were previously approved by Council, may be approved by the City Manager or his designee.
5. Emergencies are defined as conditions that threaten life, limb or property or would substantially and immediately jeopardize the delivery of necessary public services. Emergency requisitions or purchases must be approved by the City Manager, with subsequent notice to Council if in excess of $25,000.

**Requisitioning Party Requirements**

Any authorized person that issues a requisition shall be responsible for:

1. Determining and defining the complete specifications and requirements for the purchase of the materials or services requested to the satisfaction of Purchasing.
2. Indicating the proper account code and to verify that funds or appropriations are available in the account code specified.
3. Attesting to the quality and quantity received in conformance to the purchase order when the materials or services are received.
4. Acknowledging the receipt and acceptance of the materials or services, reconciling the invoice to the purchase order and authorizing payment.
5. Once the purchase order is printed and sent to the respective departmental representative, it becomes the department’s responsibility for the delivery of the products or services. Purchasing will not be responsible for expediting goods purchased by City Departments nor will Purchasing Division be responsible for Departmental invoicing issues.
6. Reviewing the outstanding purchase order listing provided by Purchasing and advising of their disposition.
7. If a Department has an operating inventory that is maintained by Purchasing, they shall review the need of each item annually. The Department shall add or delete items as needed. When adding items, the Department will initially set the minimum and maximum level to be maintained. The Department shall then approve the list of items to be maintained.

A. The department approved list and/or new item levels will then be forwarded to the City Manager for approval.

B. Once this has been performed, Purchasing shall be empowered to maintain those items listed without further authorization by the Department or City Manager. Inventory that has been dormant for a period of two (2) years may be removed and placed into surplus by
Purchasing. The PI module will set the minimum and the maximum after there is a one (1) year history for that item.

C. Purchase order signatures and approvals to pay for all inventories will be performed by the Purchasing Manager.

D. Purchasing in conjunction with the wishes of the owning Department, may allow inventory levels to drop below the lower limits in preparation of a physical inventory count.

**Purchasing Office Requirements**

The Purchasing Office shall be responsible for:

1. Maintaining a list of reputable vendors.
2. Issuance of purchase orders based upon a requisition with proper approvals.
3. Maintaining a perpetual inventory sufficient to effectively meet the operating needs of the owning Department. Item lists and initial levels are set by the Department and approved by the City Manager. Advising the Department if an item level is excessive or too small.
4. Staying abreast of, and using modern purchasing techniques to obtain the most cost effective materials or services.
5. Immediately report in writing to the City Manager any irregularity in the purchases of materials or services or in the consumption of inventory items.
6. Maintain adequate files to document the compliance of this Framework or Purchasing Policies & Procedures as required.
7. Verify the availability of funds or appropriations prior to the issuance of a purchase order.
8. When appropriate, to consolidate requirements by issuing open purchase orders.
9. Provide periodic listings to Departments of their outstanding purchase orders to determine if some can be closed.

**Finance Requirements**

Finance shall be responsible for:

1. Verifying availability of funds or appropriations above the limit as set forth in the subsequent Policies & Procedures.
2. Providing forms and procedures necessary for check requests.
3. Notifying Departments of insufficient funds in an account.
4. Including in the internal financial reports information on change orders for any Council approved projects.

**City Manager Requirements**

The City Manager or his designee is responsible for:

2. Obtaining formal Council Approval of any contract for a term of more than one (1) year and in excess of $25,000.00 total expected expenditure.
3. Obtaining formal approval of the Council for any acquisition or disposal of real property.
4. Authorizing the disposal of any tangible personal property of the City up to a value of $25,000.00 per item, through sale, trade, and cannibalization or as scrap.
5. Approving all emergency purchases as defined above.
6. Determining a cut-off time near the end of the fiscal year when requisitions will be restricted to minimize the flow through Finance. Any outstanding purchase orders at the close of the current fiscal year that a Department wishes to carry over to the next fiscal year must be approved by the City Manager, pending the availability of appropriations or funds and the appropriation documentation for the request.
7. Approving inventory requested by an owning Department to be maintained by Purchasing.
8. Setting the dollar amounts for approvals of all transactions under the maximum limit of $25,000.00.
9. Signing contract(s) for goods or services, once the City Council has approved a bid award. The City Manager or his designee is also authorized to sign change orders to said contract(s) of up to five percent (5%) increase or any decrease (such changes will be included in the periodic financial report) without further Council action. Increases in excess of the five percent (5%) and $25,000 must be approved by Council prior to their execution unless deemed as an emergency as defined above or will materially delay the project resulting in a potential time delay claims by the contractor.
COMPETITIVE SELECTION

1. Competitive selection is the mainstay of purchasing. Competitive sources are defined as vendors that usually sell or provide the materials or services needed, and are in reasonable proximity to the City. A Purchase Order will be required for all items except “A” & “B” below. For items “A” & “B” the division/department will obtain their own pricing, ordering and delivery of the goods. Purchasing will not be involved in the procurement process unless written quotes and a formal purchase order are necessary. Purchasing will, however, provide possible vendors to the departments if requested. Competitive guidelines are as follows:

A. Purchases up to $1,000.00 are excluded from quotation listing requirements, but must be based upon the true knowledge of the requisitioner of the prices available from vendors and making the purchase from the best value of those available for that product or service. This is to keep the acquisition costs in a reasonable relationship to the potential savings. Payment will be made by Field Purchase Order (FPO) and processed through PI.

B. For purchases of $1,000.01 up to $3,000.00, requires the Department to document verbal quotations of at least three (3) competitive sources. Payment will be made by a Field Purchase Order (FPO) processed through PI with the documentation of the verbal quotes attached to the approved invoice and noted. Invoices will be returned to the Department if the verbal quotes are not attached.

C. A requisition is required from $3,000.01 through $10,000.00; the Department or Purchasing may obtain written quotations from at least three (3) competitive sources. If the department relies on Purchasing to obtain alternate quotes, the Department must provide adequate specifications to Purchasing prior to the solicitation of quotes. All quotes provided by the Department are subject to the review of, and acceptance by, Purchasing. When Purchasing obtains the quotes, the Requesting Department shall review the quotes. They may then concur with the recommendation of Purchasing or document the reasons for an alternate choice prior to the issuance of a purchase order. Small blanket orders that, in total, exceed $3,000.00 per year to the same vendor must be entered as a purchase requisition.
D. Requisitions from $10,000.01 through $25,000.00, will require only Purchasing to obtain written quotes from at least three (3) competitive sources after the Department has fully documented the specifications for the material or service wanted, to the satisfaction of Purchasing. After Purchasing obtains the quotes, the Requesting department shall review the quotes. They may then concur with the recommendation of Purchasing or document the reasons for an alternate choice prior to the issuance of a purchase order.

E. For requisitions of $25,000.01 and above, Purchasing shall execute a sealed, formal publicly solicited bid/proposal (after the Requesting Department has fully documented the specification for the material or service wanted) attempting to obtain submissions from at least three (3) competitive sources. When feasible, a committee from multiple departments shall be formed to review and recommend bids. The award shall be made by City Council Action.

2. Purchasing may attempt to negotiate pricing when it is in the best interest of the City based upon the procedures used by the State of Florida as outlined in Rule 60A-1.018 and other referenced rules therein. Approval of the resulting prices shall be made by the City Manager or his designee in all cases with any purchase above the $25,000.00 level also requiring the approval of the City Council. Known areas where negotiation may be applied, but not limited to, are:
   A. In the event that a formal, sealed, publicly solicited bid/proposal fails to secure at least three (3) qualified participants, then the Purchasing Manager, in partnership with the Requesting Department, may negotiate with the responding sources to obtain the best value for the City without further bid action being required. If Purchasing is unable to obtain an acceptable negotiated price with the sealed process submitter(s), then Purchasing in partnership with the Requesting Department may contact any other viable vendor available, obtain written quotations and request City Council to award based upon that obtained information.

3. Competitive selection procedures are waived for the following reasons:
   A. Prices are established by a Federal or State Contract price list, or by another governmental agency’s bid process;
   B. The purchase is from a sole source or due to an emergency situation. A letter from the manufacturer must be on file in the Purchasing Office (Departmental responsibility to obtain) for all sole source purchases. An
emergency purchase must be justified and documented as defined in these policies & procedures. City Council will be notified of any purchase in excess of $25,000.00.

C. The purchase is pursuant to Florida Statutes such as, but not limited to, The Consultant's Competitive Negotiation Act.

D. Purchases of utilities, landfill disposal, annual renewal of software and hardware maintenance, freight, postage, books, permits, memberships, publications, and advertising.

E. Small monthly blanket purchases from local vendors that do not exceed $500.00 per item or single invoice, where an agreement has been reached with the vendor to sell the material at a set discount below the vendor’s normal retail price. No splitting of order, as stated above, is allowed.

4. Purchasing may vary from the lowest price based on the criteria previously mentioned when the reason(s) is/are documented on the requisition or purchase order. Some additional factors that may be considered, but not necessarily limited to, are:

   A. Warranty
   B. Economic Life
   C. Total cost of equipment operation
   D. Cost of issuing a purchase order (i.e. splitting an order vs. combining)
   E. For materials and services, a Mount Dora based vendor preference is allowed when all other factors concerning the material or service to be purchased is considered equal, if the difference in the purchase price from the vendor is no more than ten percent (10%) not to exceed $1,500. Similarly, a Lake County based vendor preference is allowed when all other factors concerning the material or service to be purchased is considered equal, if the difference in the purchase price from the vendor is no more than three percent (3%), not to exceed $1000.

   F. For new construction and major renovation, a Mount Dora based vendor preference is allowed when all other factors concerning the material or service to be purchased is considered equal, if the difference in the purchase price from the vendor is no more than five percent (5%) not to exceed $5,000. Similarly, a Lake County based vendor preference is allowed when all other factors concerning the material or service to be purchased is considered equal, if the difference in the purchase price from the vendor is no more than two percent (2%), not to exceed $2,500.
G. Others as determined by the City Manager as prudent and reasonable.

5. The City will continue the program to encourage local vendors to bid on material and services. As part of this program, the City will explore and institute where feasible the following items:

   A. Develop a list of Lake County and City of Mount Dora vendors who are interested in providing material or services to the City and provide an e-mail notice of potential purchases not requiring bids or items that are ready for bid.

   B. Provide that all of bidders on submittals over $25,000 must provide a list of local subcontractors.

   C. Develop a list of Bids and Bid Awards that can be placed on the City’s Website.

   D. Continue the effort where the City or in conjunction with other governmental entities hold an annual seminar on how to do business with governmental entities.

   E. Continue to work with surrounding governments in developing joint bids for material and services.

   FLORIDA STATE REQUIREMENTS

The City of Mount Dora is required to follow the various state statutes as amended from time to time concerning advertising and procurement. The following includes some of those current requirements of chapters 180, 255 and 287:
180.24 Contracts for construction; bond; publication of notice; and bids
(1) Any municipality desiring the accomplishment of any or all of the purposes of this chapter may make contracts for the construction of any of the utilities mentioned in this chapter, or any extension or extensions to any previously constructed utility, which said contracts shall be in writing, and the contractor shall be required to give bond, which said bond shall be executed by a surety company authorized to do business in the state; provided, however, construction contracts in excess of $25,000 shall be advertised by the publication of a notice in a newspaper of general circulation in the county in which said municipality is located at least once each week for 2 consecutive weeks, or by posting three notices in three conspicuous places in said municipality, one of which shall be on the door of the city hall; and that at least 10 days shall elapse between the date of the first publication or posting of such notice and the date of receiving bids and the execution of such contract documents. For municipal construction projects identified in s. 255.0525, the notice provision of that section supersedes and replaces the notice provisions in this section.
(2) All contracts for the purchase, lease, or renting of materials or equipment to be used in the accomplishment of any or all of the purposes of this chapter by the municipality, shall be in writing; provided, however, that where said contract for the purchase, lease, or renting of such materials or equipment is in excess of $10,000, notice or advertisement for bids on the same shall be published in accordance with the provisions of subsection (1).

255.0518 Public bids; bid opening.—Notwithstanding s. 119.071(1)(b), the state or any county or municipality thereof or any department or agency of the state, county, or municipality or any other public body or institution shall:
(1) When opening sealed bids or the portion of any sealed bids that include the prices submitted that are received pursuant to a competitive solicitation for construction or repairs on a public building or public work, open the sealed bids at a public meeting conducted in compliance with s. 286.011.
(2) Announce at that meeting the name of each bidder and the price submitted in the bid.
(3) Make available upon request the name of each bidder and the price submitted in the bid.

255.0525 Advertising for competitive bids or proposals.—
(2) The solicitation of competitive bids or proposals for any county, municipality, or other political subdivision construction project that is projected to
cost more than $200,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled prebid conference. The solicitation of competitive bids or proposals for any county, municipality, or other political subdivision construction project that is projected to cost more than $500,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled prebid conference. Bids or proposals shall be received and opened at the location, date, and time established in the bid or proposal advertisement. In cases of emergency, the procedures required in this section may be altered by the local governmental entity in any manner that is reasonable under the emergency circumstances.

(3) If the location, date, or time of the bid opening changes, written notice of the change must be given, as soon as practicable after the change is made, to all persons who are registered to receive any addenda to the plans and specifications.

(4) A construction project may not be divided into more than one project for the purpose of evading the requirements in this section.

(5) As used in this section, the term “emergency” means an unexpected turn of events that causes:

(a) An immediate danger to the public health or safety;
(b) An immediate danger of loss of public or private property; or
(c) An interruption in the delivery of an essential governmental service.

287.017 Purchasing categories, threshold amounts. — The following purchasing categories are hereby created:

(1) CATEGORY ONE: $20,000.
(2) CATEGORY TWO: $35,000.
(3) CATEGORY THREE: $65,000.
(4) CATEGORY FOUR: $195,000.
(5) CATEGORY FIVE: $325,000.
287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.—

(1) SHORT TITLE.—This section shall be known as the “Consultants’ Competitive Negotiation Act.”

(2) DEFINITIONS.—For purposes of this section:

(a) “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

(b) “Agency” means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term “agency” does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. 380.06 or ss. 163.3220-163.3243.

(c) “Firm” means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

(d) “Compensation” means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.

(e) “Agency official” means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or any other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.

(f) “Project” means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities.

2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

(g) A “continuing contract” is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in
which the estimated construction cost of each individual project under the contract does not exceed $2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed $200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

(h) A “design-build firm” means a partnership, corporation, or other legal entity that:

1. Is certified under s. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
2. Is certified under s. 471.023 to practice or to offer to practice engineering; certified under s. 481.219 to practice or to offer to practice architecture; or certified under s. 481.319 to practice or to offer to practice landscape architecture.

(i) A “design-build contract” means a single contract with a design-build firm for the design and construction of a public construction project.

(j) A “design criteria package” means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency’s request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

(k) A “design criteria professional” means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the
preparation of the design criteria package.

(i) “Negotiate” or any form of that word means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price. For purposes of this section, the term does not include presentation of flat-fee schedules with no alternatives or discussion.

(3) PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.—

(a) Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO, except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.

(b) Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency to submit annually statements of qualifications and performance data.

(c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the agency to be applicable to its particular requirements. When securing professional services, an agency must endeavor to meet the minority business enterprise procurement goals under s. 287.09451.

(e) The public must not be excluded from the proceedings under this section.

(4) COMPETITIVE SELECTION.—

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with
those that may be submitted by other firms regarding the proposed project, and
shall conduct discussions with, and may require public presentations by, no
fewer than three firms regarding their qualifications, approach to the project, and
ability to furnish the required services.
(b) The agency shall select in order of preference no fewer than three firms
deemed to be the most highly qualified to perform the required services. In
determining whether a firm is qualified, the agency shall consider such factors
as the ability of professional personnel; whether a firm is a certified minority
business enterprise; past performance; willingness to meet time and budget
requirements; location; recent, current, and projected workloads of the firms; and
the volume of work previously awarded to each firm by the agency, with the
object of effecting an equitable distribution of contracts among qualified firms,
provided such distribution does not violate the principle of selection of the most
highly qualified firms. The agency may request, accept, and consider proposals
for the compensation to be paid under the contract only during competitive
negotiations under subsection (5).
(c) This subsection does not apply to a professional service contract for a
project the basic construction cost of which is estimated by the agency to be
not in excess of the threshold amount provided in s. 287.017 for CATEGORY
FIVE or for a planning or study activity when the fee for professional services is
not in excess of the threshold amount provided in s. 287.017 for CATEGORY
TWO. However, if, in using another procurement process, the majority of the
compensation proposed by firms is in excess of the appropriate threshold
amount, the agency shall reject all proposals and reinitiate the procurement
pursuant to this subsection.
(d) Nothing in this act shall be construed to prohibit a continuing contract
between a firm and an agency.

(5) COMPETITIVE NEGOTIATION.—
(a) The agency shall negotiate a contract with the most qualified firm for
professional services at compensation which the agency determines are fair,
competitive, and reasonable. In making such determination, the agency shall
conduct a detailed analysis of the cost of the professional services required in
addition to considering their scope and complexity. For any lump-sum or cost-
plus-a-fixed-fee professional service contract over the threshold amount provided
in s. 287.017 for CATEGORY FOUR, the agency shall require the firm receiving
the award to execute a truth-in-negotiation certificate stating that wage rates and
other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

(c) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

(6) PROHIBITION AGAINST CONTINGENT FEES.—

(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.” For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

Each Project Manager or Administrator is responsible to make sure that the City is in compliance with all appropriate state statutes

**DIRECT PURCHASE PROCEDURE**

The City of Mount Dora is exempt from State of Florida sales tax on materials it purchases. On the basis of this exemption the City can purchase materials and furnish them to Contractor and its Subcontractors thereby reducing the overall cost of the Project. The process used to ensure the responsibility for materials stays with the Subcontractor installing the items while saving the City the amount of sales tax normally included in the price of construction is called the Direct Purchase Procedure.
In general, Contractor’s Subcontractors will include the price of all materials including sales tax in each of the unit priced items indicated in the plans and specifications. The Subcontractor will take proposals for the materials from the vendors of Contractor’s choice. The vendors will include sales tax in their proposal as if this were a typical commercial purchase and those costs will be included in the bid prices the Subcontractor submits in Contractor’s bid. After a Work Authorization with a requisition cost over $15,000 including the specific items to be purchased is issued to Contractor and the Subcontractor is subsequently awarded by the Contractor, the City will be provided with 1) the name of the vendor, 2) a list of the materials to be purchased, and 3) the delivery schedule for the items.

The Subcontractor and Contractor will also provide any other information or forms that the City would require to issue the purchase order for the material. The City will place the purchase order for the material less the amount of State of Florida sales tax. After the material is delivered, Contractor and the Subcontractor will credit the City for the price of the materials plus the amount of the sales tax which would have normally been paid, from the amounts due for the Work performed.

The City of Mount Dora reserves the right to require Contractor to assign some or all of its subcontractor’s bids or agreements for purchase of materials from these suppliers to City of Mount Dora. The Contractor shall Work with the City of Mount Dora to develop a mutually satisfactory Direct Purchase program to allow for such purchases of materials for the Project by the City of Mount Dora.

**LEGAL ASPECTS OF PROCUREMENT**

This section is to provide the users with information concerning the requirements in the State laws. Below are a partially excerpts from the Florida Statutes 838.22:

1. It is unlawful for a public servant, with corrupt intent to influence or attempt to influence the competitive bidding process undertaken by any state, county, municipal, or special district agency, or any other public entity, for the procurement of commodities or services, to:
   (a) Disclose material information concerning a bid or other aspects of the competitive bidding process when such information is not publicly disclosed.
(b) Alter or amend a submitted bid, documents or other materials supporting a submitted bid, or bid results for the purpose of intentionally providing a competitive advantage to any person who submits a bid.

2. It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services.

3. It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2).

4. It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2).

5. Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

6. Public Entity Crimes Act, Chapter 287.133, Florida Statutes, as amended prohibits the awarding of contracts or allowing the performance of work by any contractor, supplier, subcontractor or consultant with a public entity, where the amount of the transaction is in excess of the threshold of Category Two as defined in Chapter 287.017 for a period of thirty-six (36) months from the date the date of being placed on the convicted vendor list., This amount is currently $25,000. All Invitations and Requests for Proposals shall contain a statement informing persons of the provisions of Chapter 287.1333, Paragraph (2) (a).

ETHICS AND CONFLICTS OF INTEREST

Purchasing Professionals and other individuals involved in the purchasing process must have a highly developed dense of ethics to protect their own and their institution’s reputation for properly conducting business. To strengthen ethic awareness and to provide guidelines for all individuals involved in the procurement process, the City promotes the following code of ethics:
1. Give first consideration to the objectives and policies of the City and City Council, while striving to obtain the maximum value for each dollar of expenditure.

2. Shall not engage in unscrupulous practices and misrepresentations, recognizing that mutually profitable business relations are based upon honesty and fair dealings.

3. Shall be courteous, considerate, prompt, and businesslike with those whom we deal including employers, employees, vendors and the general public.

4. Grant all competitive suppliers equal consideration insofar as Federal, State and City policy permits.

5. Do not allow political consideration or other outside influences to enter the relationship with vendors or with employees.

6. Will not accept gifts, gratuities, samples or other things of value for personal use from vendors.

7. Shall strive to continually increase competition in vendor selection and shall endeavor to prevent any collusive activities among vendors.

8. Make every reasonable effort to negotiate an equitable and mutually agreeable settlement of any controversy with a supplier as far as the established policies of the City permits.

The following provisions shall apply concerning the City’s policy for Conflict of Interest. Any violation of these provisions by employee may be grounds for disciplinary action including termination.

1. No contract or requisition for goods or services may be made with any business organization in which:
   a. Any City Council member, City Manager, department heads or supervisors have any financial interest whatsoever;

   b. A spouse or child of City Council member, City Manager, department heads or supervisors has an employment relationship or material interest as defined by Section 112.312, Florida Statutes, or,
c. A City employee has an employment relationship or material interest as defined by Section 112.312, Florida Statutes.

2. No city employee may directly or indirectly purchase or recommend for the purchase of goods or services from any business organization in which their spouse or child has a material interest as defined by Section 112.312, Florida Statutes.

3. City employees or officials may not use bid prices or use the procurement process or receive gifts or any preferential treatment in making personal purchases. A City employee shall not be prohibited from participating in any activity or purchasing program that is publicly offered to all employees or in surplus property sales provided that there is not preferential treatment.

ENVIRONMENTALLY RESPONSIBLE PURCHASING

Purpose

To expand and promote the City’s use of environmentally preferable products and services.

Departments/Divisions Affected

All City departments and offices that make purchases of any kind or that contract with others to make purchases.

Definitions

Environmentally Preferable Product: A product that has a lesser or reduced negative effect on human health and the environment when compared with competing products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, and disposal of the product. This term includes, but is not limited to, recyclable products, recycled products, and reusable products.

Life Cycle Analysis: The comprehensive examination of a product's environmental and economic effects throughout its lifetime, including new material extraction, transportation, manufacturing, use, and disposal.
Practicable: Satisfactory in performance and available at a fair and reasonable price.

Recyclable Product: A product that, after its intended end use, can demonstrably be diverted from the City's solid waste stream for use as a raw material in the manufacture of another product, preferably higher value uses.

Recycled Product: A product containing recycled material.

Reusable Product: A product, such as a washable food or beverage container or a refillable ballpoint pen, that can be used several times for an intended use before being discarded.

Policies

The City shall acquire its goods and services in a manner that complies with federal, state, and City laws. The City shall promote the use of environmentally preferable products in its acquisition of goods and services. Environmental factors to be considered in selecting products include life cycle analysis of:

- Pollutant releases;
- Waste generation;
- Recycled content;
- Energy consumption;
- Depletion of natural resources; and
- Potential impact on human health and the environment.

City departments shall use, where practicable, reusable products, recycled-content products, and recyclable products.

Recognizing its role as a major purchaser of goods and services, the City shall seek opportunities to enhance markets for environmentally preferable products through employee education; encourage pilot testing of potential new products; adopt innovative product standards, specifications, and contracts; and embark on cooperative ventures with other jurisdictions.

Procedures and Responsibilities

1. Product Standards

The Purchasing Manager (PM) shall be responsible for:
• Adopting standards that specify minimum recycled content, recyclability, reusability, or other aspects of environmental preferability, consistent with the U.S. Environmental Protection Agency (USEPA) and the State of Florida Standards. In no case shall these standards be less stringent than USEPA standards. In addition, the PM may adopt standards for products that have not been addressed by USEPA or the State of Florida;
• Encouraging pilot testing for environmentally preferable products; and
• Consulting with the appropriate departments regarding technical and performance specifications of products in those situations where a department has specific expertise in the use of a product or the establishment of a product's performance specifications.

2. Specifications and Contracts
The Purchasing Manager (PM) shall be responsible for:
• Revising existing procurement policies and specifications to ensure that they include environmentally preferable standards, unless a recycled content or recyclable or reusable product does not meet the established performance standard of a department;
• Considering environmentally preferable factors in evaluating responsiveness of prospective bidders and establishing price preferences, if applicable, in its procurement of goods and services; and
• Utilizing expertise of City staff, through user-groups or other means, to pilot-test environmentally preferable products.

The director of each City department shall require, whenever practicable, its vendors, contractors, and consultants to use recycled-content paper on all documents submitted to the City and to use other environmentally preferable products, as appropriate.

3. Education and Technical Assistance
The Purchasing Manager (PM), in conjunction with the City Manager or his designee, shall be responsible for establishing user-friendly tools to disseminate information to City staff about reusable, recycled content, recyclable, and otherwise environmentally preferable products; about vendors and City contracts for such products; and about user groups and other opportunities to test and discuss new products.

The Director of each City Department shall be responsible for:
• Ensuring departmental use, where practicable, of environmentally preferable products through training, information dissemination, development of internal procedures, and other means; and
• Ensuring departmental participation in user groups, pilot-testing programs for new products, and other citywide efforts established to implement these policies.

4. Market Enhancement
The Purchasing Manager (PM) shall be responsible for:
• Seeking opportunities to cooperate with other jurisdictions to enhance markets for environmentally preferable products, to obtain favorable prices, and to reduce waste packaging and product by combining purchases/contracting for the same or similar products; and
• Promoting the use of recycled-content products, recyclable products, and other environmentally preferable products to potential vendors to the City by publicizing their availability.
PROCUREMENT CARD POLICIES AND PROCEDURES

Introduction

The City of Mount Dora Purchasing Card Program is designed to improve efficiency in processing low dollar value purchases from any vendor that accepts the VISA credit card. Many of our current suppliers, currently being paid by the field purchase order system, will accept the VISA credit card.

This program will allow the cardholder to purchase approved commodities and services directly from our vendors. Each purchasing card is issued to a named individual and the City is clearly indicated on the card as the buyer of goods and services.

The Purchasing Division and Finance Department will monitor the performance of the program during the pilot program period. All questions or concerns should be directed to Purchasing:

Purpose

The purpose of these policies and procedures is to accomplish the following:

1. To provide an efficient method of purchasing and paying for goods and services not exceeding your limit per purchase.
2. To reduce the use of Field Purchase Orders (FPOs).
3. To ensure purchasing card purchases are in accordance with City ordinances, policies and procedures.
4. To reduce the time spent by Finance processing low dollar transactions.
5. To ensure that the City of Mount Dora bears no legal liability for inappropriate use of purchasing cards.
6. To provide for disciplinary action if the purchasing cards are misused.

The policies and procedures provided herein are minimum standards for Departments. Departments may establish additional controls if necessary.
How It works

The Purchasing Card system simplifies the procurement/disbursement process. Procurement responsibility is delegated to the ordering department enabling an authorized cardholder to place an order directly with the vendor. The purchasing card program provides enhanced control for all transactions by producing immediate decisions on specific authorization criteria as explained below.

When a purchase authorization is requested by the supplier at the point-of-sale, the VISA Purchasing Card system validates the transaction against pre-set limits established by the employees Department when the card is issued. All transactions are approved or declined (instantaneously) based on the Purchasing Card authorization criteria established. The authorization criteria may be adjusted periodically as needed and may include, but is not limited to, the following:

* Number of transactions allowed per day
* Number of transactions allowed per month
* Single purchase limit (not to exceed amount set by your Supervisor)
* Monthly spending limit (not to exceed amount set by your Supervisor)
* Approved Merchant Category Codes

The authorization process occurs through the electronic system that supports the Purchasing Card processing services under the City of Mount Dora bank agreement with SunTrust Bankcard, N.A.

Who Does What?

The following is a summation of the responsibilities of the individuals and organizations involved in the Purchasing Card system.

Cardholder

* Holds and secures purchasing cards
* Orders materials and services
* Collects and saves sales receipts with description of the purchase
* Matches receipts with monthly card statement
* Reviews monthly statements for validity of all transactions
* Reviews monthly charges with supervisor
Department Purchasing Card Representative (Individual(s) designated by Dept. Head)
* Reviews monthly statement with cardholder
* Signs the monthly statement authorizing charges
* Verifies the appropriateness of cost center codes (i.e. fund / agency/ org. assigned to charges)
* Handles disputed items/submits “questioned items” form
* Forwards statement and supporting receipts to Accounts Payable

Department Head
* Requests Purchasing cards for designated employees
* Sets Departmental spending limits within established guidelines
* Designates supervisors responsible for authorizing charges
* Collects and destroys cards from cardholders who terminate employment
* Evaluates the need to cancel or reissue cards when employees transfer
* Notifies the Card Administrator when cards are not collected from terminated employees

Purchasing Card Administrator
* Coordinates issuance and cancellation of cards
* Coordinates program policy issues
* Participates in ongoing program reviews
* Participates in resolving billing disputes
* Coordinates and maintains internal controls
* Maintains Policy and Cardholder guides/manuals
* Targets new cardholders and expanded use of card

Finance Department
* Receives consolidated statement from Purchasing Card issuer
* Pays all monthly charges from consolidated statement
* Processes accounting data
* Files/stores statements, receipts, etc.
* Administers 1099 reporting

Purchasing Division
* Pursues supplier discount opportunities
* Evaluates Purchasing Card feedback from suppliers
* Handles minority business reporting requirements
POLICIES AND PROCEDURES

ASSIGNMENT AND CONTROL OF THE PURCHASING CARD

1. REQUESTS FOR AND ISSUANCE OF PURCHASING CARDS
   a) Purchasing cards will be issued to individual employees who frequently purchase goods and services in single purchase amounts of $250.00 or less. Generally, these will be the employees who, prior to the purchasing card program, often used FPO’s.
   b) The Purchasing card will have the employee’s name, the City's name and an expiration date. The purchasing card issuing company will not have individual cardholder information other than the cardholder's work address. No credit records, etc. of the cardholder are maintained.
   c) All requests for purchasing cards must be made by the Department Head only.
   d) All requests for new cardholders or for changes to current cardholders will be made by submitting a request form to the Purchasing Card Administrator.
   e) When the Purchasing Card Administrator receives a Purchasing Card from the issuing card company, the cardholder will be required to personally take receipt of the card and sign a certification and receipt form. The cardholder will be given a copy of the purchasing card Policies and Procedures guide and an oral review of the program.
   f) The Purchasing Card Administrator will notify the requesting department and the Finance Department upon the issuance of all purchasing cards.

2. LOST OR STOLEN PURCHASING CARDS
   a) If a purchasing card is lost or stolen, the cardholder must immediately notify the purchasing card company and the Purchasing Card Administrator of the loss.
   b) The cardholder will be responsible for reporting to the card company and the Purchasing Card Administrator any and all information necessary to minimize the liability to the City for a lost or stolen card.
3. TERMINATION OR TRANSFER OF CARDHOLDER
   a) When an employee ends his or her employment, the Department Head must collect the purchasing card before the last payroll check will be issued. Once received, the Department must submit the card to the Purchasing Card Administrator for destruction.
   b) If a cardholder transfers to a new position with the City, the Department Head who approved the purchasing card must evaluate the need to destroy or reissue the card based on the continued appropriateness of the account numbers associated with the purchasing card and the cardholder’s need for a card in their new position.
   c) If the Department is unable to collect the purchasing card when an employee terminates, the Department Head must immediately notify the Purchasing Card Administrator who will ensure that the card is canceled.

4. PURCHASING CARD INVENTORY
Periodically, the Purchasing Card Administrator will provide to each department a list from the purchasing card company of purchasing cards issued to its employees. Departments must conduct a physical inventory of purchasing cards and provide a report of the results of the inventory to the Card Administrator.

LIMITATIONS ON USE OF PURCHASING CARD

1. CARDHOLDER USE ONLY
The purchasing card may be used only by the employee whose name is embossed on the card. No other person is authorized to use the card.

2. PURCHASES ONLY
The purchasing card is to be used for City authorized purchases only. The purchasing card is not to be used for any personal transaction.

3. DOLLAR LIMITATIONS
   a) The Department Head approving the assignment of a purchasing card will set two limits for each cardholder. A single purchase limit and a 30-day limit. The maximum limits, single purchase and monthly purchases, shall be at the discretion of the respective Department Head. Requests for spending limit changes must be initiated and authorized by the Department Head.
   b) One purchase may be made of multiple items, but the invoice cannot exceed the threshold set by the Department Head. Payment for purchases shall not be split to stay within the single purchase limit.

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4. OTHER CONDITIONS
   a) All items purchased over-the-counter must be immediately available. No back ordering is allowed.
   b) All items purchased during one telephone transaction must be delivered in a single delivery. If an item is not immediately available, no back ordering is allowed.
   c) All items purchased by telephone must be delivered by the vendor within the 30-day billing cycle. The order should not be placed without this assurance.

5. PROHIBITED USES OF PURCHASING CARD
The following types of items may not be purchased with a purchasing card, regardless of the dollar amount.
   a) Cash advances
   b) Any purchase over the pre-set individual card limit.
   c) Any personal items
   d) Telephone Calls
   e) Capital Outlays unless approved by the Purchasing Manager, Finance Director or Assistant Finance Director.
   f) Any additional goods or services specifically restricted by the Department/Division.
   g) Vehicle Repairs with approval of the Purchasing Manager
   h) Alcohol or prescription drugs

PROCEDURES FOR MAKING AND PAYING FOR PURCHASES

1. DOCUMENTATION OF OVER-THE-COUNTER PURCHASES
   a) When an over-the-counter purchase is made, the cardholder must obtain the customer's copy of the charge slip and make sure all carbons are destroyed.
   b) The charge slip will be retained either by the cardholder or by a designated person in the cardholder's office until attached to the monthly statement.

2. TELEPHONE ORDERS
When placing a telephone order, the cardholder must confirm that the vendor will charge the purchasing card when shipment is made so that receipt of the supplies may be certified on the monthly Statement of Account.

3. MISSING DOCUMENTATION
If for some reason the cardholder does not have documentation of the transaction to send with the statement, he/she must attach a description of the purchase. Continued
incidents of missing documentation may result in the cancellation of the employee’s purchasing card.

4. PAYMENT AND INVOICE PROCEDURES
   a) The purchasing card company will mail an individual billing statement to the cardholder at his/her office and one consolidated statement for all cardholders to the Finance Department. This Statement of Account will list all transactions processed during the previous 30 days. If no purchases were made on the purchasing card during the billing cycle, no Statement of Account will be generated unless adjustments for previously billed transactions have been processed during the cycle.
   b) The cardholder must review the statement and note any errors. Card charge slips/receipts for all items listed on the statement should be attached to the statement with a brief description of the item purchased and the project or work done. Account numbers for each item (or account numbers and total dollar amounts for groups of items) will be written on the statement or on a designated label to be attached to the statement. The statement will then be reviewed and signed by the Department Card Representative designated by the Department Head. By signing the statement, the designated Department Card Representative is certifying that all charges are appropriate and authorized and that all charges are substantiated by attached receipts. Once the Department Card Representative has reviewed and signed all statements for which he/she is responsible for, the statements are forwarded to the Accounts Payable Section of the Finance Division. All statements shall be forwarded to Finance within five working days after receipt.

DISPUTES

1. If items purchased with the purchasing card are defective, the cardholder must return the item(s) to the vendor for replacement or credit. If the service paid for with a purchasing card is faulty, the vendor must be notified and asked to correct the situation or provide credit. If the vendor refuses to replace or correct the faulty item or service, the purchase will be considered in dispute.

2. A disputed item must be explained with a note on the cardholder’s Statement of Account before the statement is forwarded to Finance for payment.

3. It is essential that the time frames and documentation requirements established by the purchasing card issuer be followed to protect the cardholder’s rights in
dispute. Dispute policies and procedures issued by the purchasing card issuer will be provided at the time purchasing cards are issued to cardholders.

**REVIEW OF PURCHASES BY DEPARTMENTS**

1. Because of their knowledge of the job responsibilities and requirements, Department Head and designated Card Representatives are required to review each purchasing card expenditure (item purchased, amount, expenditure description and vendor) to ensure the goods or services were necessary, for official use, and conditions were complied with for the card purchase.

2. When purchases are questioned, the Department Head or their designated Card Representative will be responsible for resolving the issue with the cardholder. If the Department Head cannot be satisfied that the purchase was necessary and for official use, the cardholder must provide either a credit voucher proving the item(s) were returned for credit or a personal check for the full amount of the purchase. Checks must be sent to the Finance Department with an explanation and account number.

3. Serious or repeated misuse of the purchasing card will result in the revocation of the card. Employees incorrectly using their purchasing card will be disciplined by the Department/Division Head on a case-by-case basis.

4. To assist the Departments in their review, management reports will be available from the purchasing card company.