MOUNT DORA CITY COUNCIL
April 4, 2017, 5:00 p.m.
City Hall Board Room, 510 N. Baker Street

WORK SESSION AGENDA

CALL TO ORDER
ROLL CALL

ITEMS FOR DISCUSSION

1. Strategic Plan – Economic Goals

2. Current Status of Outstanding Items
   - Investigation of Complaint of Harassment

FUTURE MEETING DATES

- Tuesday, April 18, 2017, 6:00 p.m. Regular Session
- Thursday, April 27, 2017, 5:30 p.m. Budget Work Session
- Tuesday, May 2, 2017, 6:00 p.m. Regular Session
- Tuesday, May 16, 2017, 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.
Strategic Goals – Discussion Items

The following are some of the statements received by the departments in reference to Economic Development. I believe the City economic development will evolve over time, beginning with the Innovation District of Wolf Branch Road and eventually going full circle. The Full Circle will include the 441 corridor, the tri-angle area, the downtown corridor with Highland Street and the North East CRA. We are not just looking at one improvement, but a holistic improvement and growth.

- Economic Development:
  - The Department of Public Works will provide the infrastructure necessary to support Economic Development by upgrading existing facilities to serve our existing business base such as the North East Community Redevelopment Area (NECRA) and expanding our facilities to support future business economic opportunities such as the Wolf Branch Innovation District.
  - As the City lays out the framework for regional economic development, the Police Department (PD) must strategically plan for the increase in population. The PD has started to lay the foundation to keep up with growth by investing in technology and embracing the philosophy of 21st Century Policing.
  - Mount Dora will strive to have the county’s top performing economy and be recognized as Lake County’s best place to live, learn, play, work, and do business.
  - Seek our best strategies that will attract companies/businesses that will strengthen Mount Dora for future intelligent growth
  - Promote and implement economic development planning activities and master planning for:
    - Downtown Community Redevelopment Agency (CRA);
    - Northeast Community Redevelopment Agency (NECRA);
    - Golden Triangle to pursue grants, redevelopment master planning, and other redevelopment initiatives;
    - Highland Street and 1st Street;
    - Sites along US Highway 441;
    - Wolf Branch Innovation District; and
    - Grandview Street Commercial District.
CITY OF MOUNT DORA

MOUNT DORA CITY COUNCIL
April 4, 2017, 6:00 p.m.
City Hall Board Room, 510 N. Baker Street

REGULAR AGENDA

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

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

CONSENT AGENDA ITEMS

PUBLIC HEARINGS

RESOLUTIONS

1. Approval of Resolution No. 2017-31, Scope of Work for Utility Design for Wolf Branch Road with Quentin L. Hampton (QLH), Inc. 15

2. Approval of Resolution No. 2017-36, Interlocal Agreement with Lake-Sumter Metropolitan Planning Organization (MPO) for Transportation Management System (TMS) 74

3. Approval of Resolution No. 2017-39, Summerview Final Plat 113

4. Approval of Resolution No. 2016-45, Extension and Amendment of the Agreement with Florida Greenscapes Management, Inc. 121
5. Approval of Resolution No. 2017-46, Food for Fines Library Program

6. Approval of Resolution No. 2017-47, Interlocal Agreement for Road Improvements and the Transfer of Jurisdiction for a Portion of Old 441/Fifth Avenue

7. Approval of Resolution No. 2017-48, Acceptance of the Top Three Vendor List and Allowance for Staff to Begin the Negotiation Process for the Community Building Sound System Upgrade

CITY MANAGER

1. St. Johns River Water Management District Governing Board Meeting

2. Florida League of Cities Municipal Achievement Awards

BOARD APPOINTMENT

1. Appointment of Alternate Member to Serve on the Lake County Library Advisory Board

CITY ATTORNEY’S REPORT

COMMUNICATIONS AND REPORTS

- Council Member Cathy Hoechst
- Council Member Cal Rolfson
- Council Member John Tucker
- Council Member Mark Slaby
- Council Member Marc Crail
- Vice-Mayor Laurie Tillett
- Mayor Nick Girone

FUTURE MEETING DATES

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Having been duly advertised as required by law, Vice-Mayor Laurie Tillett called the Regular City Council meeting to order at 6:00 p.m.

Vice-Mayor Tillett called for a moment of silence and Councilmember Tucker led the Pledge of Allegiance to the Flag.

Members Present
Laurie Tillett, Vice-Mayor
Mark Slaby, At-Large Odd
Cathy Hoechst, At-Large Even
Cal Rolfson, District 2
John Tucker, District 3
Marc Crail, District 4

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

Not Present
Nick Girone, Mayor

PUBLIC COMMENTS

Joe Gillespie spoke about the distribution of free publications. He said not everyone picks them up. He suggested Mount Dora consider some regulation and he made reference to a Tavares Ordinance.

Rozann Abato, 541 E. First Street, showed the City Council a publication about the Patriot Cruise and Salute, with pictures, in the Lake & Sumter Style magazine, March 2017 edition. She thanked Mount Dora Police Officers Frank Smith, Mike Vaughn and Conner Deering for their service and a job well done.

Bruce Desoe, 525 North Tremain Street Apt 2C, addressed some areas of concern with safety. He said the Intersection of Baker Street and 5th Avenue is marked right turn only in both directions but people disregard the signs. On the corner of Tremain Street and 5th Avenue, a sign post was damaged and replaced but the sign for pedestrians having right of way at crosswalks was not replaced.

APPROVAL OF AGENDA

Councilmember Tucker suggested the presentation by Councilmember Slaby on standards, be delayed until the agenda is lighter and all Councilmembers are present.

Motion made by Councilmember Tucker to table the presentation until April 4, 2017; motion died due to lack of a second.

Motion made by Councilmember Rolfson to approve the agenda as presented; Councilmember Crail seconded the motion. The motion was approved by unanimous voice vote.
APPROVAL OF MINUTES

1. Approval of City Council Meeting minutes dated March 7, 2017

Motion made by Councilmember Hoechst to approve City Council meeting minutes dated March 7, 2017; Councilmember Tucker seconded the motion. The motion was approved by unanimous voice vote.

CEREMONIAL ITEMS AND PRESENTATIONS

1. Recognition of employees who completed swim instructor training/certification

Robin R. Hayes, City Manager, introduced Roy Hughes, Parks & Recreation Director. She extended her appreciation to the employees for obtaining the certification.

Roy Hughes introduced Ginny Harrison, trainer, from Swimming for Life. She reported Mount Dora staff did an excellent job throughout the certification process.

Parks & Recreation employees were recognized and presented certificates by Beth Kornowski, Recreation Program Coordinator and Aquatic Supervisor, for obtaining lifeguard certification through the Swimming for Life program. Mount Dora lifeguards are the first and only class in the local area to have completed this national recognition as Water Safety Instructors (WSI). Those who obtained their certification: Samantha Free, James Mardis, Jayme Karner, Kailie Kornowski and Morgan Nichols. Congratulations to these dedicated swim instructors.


Jennifer Cockcroft, City Attorney, read Resolution No. 2017-42 by title only.

RESOLUTION NO. 2017-42

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, ACCEPTING THE AUDIT PREPARED BY MOORE STEPHENS LOVELACE, PA AND ALLOWING STAFF TO SUBMIT SEPTEMBER 30, 2016 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) TO THE GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA) FOR CONSIDERATION IN THE CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING PROGRAM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE CITY MANAGER TO FOLLOW THROUGH WITH IMPLEMENTING ADMINISTRATIVE ACTIONS AND APPROVALS; PROVIDING FOR SAVINGS, AND PROVIDING FOR SCRIVENER’S ERRORS, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, turned the floor over to Mike Sheppard, Finance Director. He presented the final audit report prepared by Moore, Stephens and Lovelace, PA. Financial statements have been audited for the City of Mount Dora for the year ending September 30, 2016, and the City received an unmodified (“clean”) review which is the goal each year.
Bill Blend, CPA, CFE and Shareholder of Moore, Stephens and Lovelace said Mount Dora is in compliance with the Florida Statutes. He directed City Council to the beginning of the CAFR document and said the Management’s Discussion and Analysis (MD&A) provides the best overview of the audit.

*Motion made by Councilmember Rolfson to approve Resolution No. 2017-42, accepting the September 30, 2016 Comprehensive Annual Finance Report (CAFR); Councilmember Tucker seconded the motion. The motion was approved by a roll call vote.*

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3. Councilmember Slaby Presentation – Standards

Councilmember Slaby gave a presentation of what he believes standards should look like in the City of Mount Dora. Several examples were provided with the stated purpose for his presentation being improvements to the City, as a whole.

Discussion ensued.

Robin R. Hayes, City Manager, said a budget is presented by staff directors on an annual basis. These submitted budgets include funding for improvements throughout the City. At this point in time, the budget process provides a history of how maintenance is accomplished. She added a program of this type has to evolve, based on an initial performance measure. City Council was asked to provide direction during the budget process.

Resident Sharon Nichols, 150 S. Clayton Street, was in favor of standards.

Resident Ed Rowlett, 1605 Overlook Drive, was in favor of standards.

Resident Pam Bisanti, 150 S. Clayton Street, thanked Councilmember Slaby for his presentation.

Resident Joe Gillespie, 2022 Sunset Road, spoke in favor of having employees identify problem areas. He was not in favor of creating set standards.

Resident Dennis Latiak, 8014 Pine Hollow Drive, Country Club, said Mount Dora is a great City, he does not feel creating set standards is necessary.

Resident Ozell Ward, 318 Jackson Street, complemented Councilmember Slaby. He said standards already exist in the City and maintenance requires budget and staff.

President Rob English, Chamber of Commerce, thanked Councilmember Slaby for the presentation.

Robin R. Hayes, City Manager, said her responsibility is to bring challenges to the City Council to prioritize those tasks. This is part of the budget process.

Councilmember Crail brought up the safety component to be considered during the process.
PUBLIC HEARINGS
RESOLUTIONS

1. Approval of Resolution No. 2017-35, Approval of the 2017 Twilight 5K Run

Jennifer Cockcroft, City Attorney, read Resolution No. 2017-35 by title only.

RESOLUTION NO. 2017-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING APPLICATION FOR THE 2017 TWILIGHT 5K RUN AND REQUESTING APPROVAL OF STREET CLOSURES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE CITY MANAGER TO IMPLEMENT ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CORRECTION OF SCRIVENER'S ERRORS; CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, introduced Resolution No. 2017-35. She said there are limited road closures being requested.

Motion made by Councilmember Hoechst to approve Resolution No. 2017-35; Councilmember Rolfson seconded the motion. The motion was approved by roll call vote.

Councilmember Hoechst YES Councilmember Tucker YES
Councilmember Rolfson YES Councilmember Crail YES
Councilmember Slaby YES Vice Mayor Tillett YES

2. Approval of Resolution No. 2017-29, Change Order #3 with BESH, Inc. for Gopher Tortoise Removal along Wekiva 3A and 3B

Jennifer Cockcroft, City Attorney, read Resolution No. 2017-29 by title only.

RESOLUTION NO. 2017-29

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING CHANGE ORDER #3 WITH BOOTH ERN STRAUGHAN & HOITT (BESH) INC. FOR RELOCATION OF GOPHER TORTOISES ALONG WEKIVA 3A AND 3B IN ORDER TO INSTALL UTILITIES; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT IN ACCORDANCE WITH SOUND PROCUREMENT PRACTICES AND PRINCIPLES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, said the City is supporting overall growth and infrastructure. Two work orders are included in the package, one for a fixed cost and one for a variable cost with 15% contingency due to unknown number of gopher tortoises that may have to be relocated. The City will report back to FDOT with expenses over and above normal costs, for possible reimbursement.
Motion made by Councilmember Rolfson to approve Resolution No. 2017-29; Councilmember Tucker seconded the motion. The motion was approved by roll call vote.

Councilmember Rolfson  YES  Councilmember Hoechst  YES
Councilmember Tucker  YES  Councilmember Slaby  YES
Councilmember Crail  YES  Vice Mayor Tillett  YES

3. Approval of Resolution No. 2017-30, Scope of Work for Utility Design for North and South Round Lake Road with BESH, Inc.

Jennifer Cockcroft, City Attorney, read Resolution No. 2017-30 by title only.

RESOLUTION NO. 2017-30

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING A CONTRACT WITH BOOTH ERN STRAUGHAN & HOITT (BESH) INC., UTILITY DESIGN WORK FOR ROUND LAKE ROAD; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT IN ACCORDANCE WITH SOUND PROCUREMENT PRACTICES AND PRINCIPLES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SCRIVENERS ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, introduced Resolution No. 2017-30. She read the discussion section of the memo and stated there will be development impact fees in this area later on that will help with reimbursement to the City for fees. Staff is also working with the City of Apopka and will likely continue to create some positive resources for the citizens in that area into the future. This is a long range plan.

Motion made by Councilmember Rolfson to approve Resolution No. 2017-30; Councilmember Tucker seconded the motion. The motion was approved by roll call vote.

Councilmember Rolfson  YES  Councilmember Slaby  YES
Councilmember Tucker  YES  Councilmember Hoechst  YES
Councilmember Crail  YES  Vice Mayor Tillett  YES

4. Approval of Resolution No. 2017-41, Cat Tours Lease Renewal

Jennifer Cockcroft, City Attorney, read Resolution No. 2017-41 by title only.

RESOLUTION NO. 2017-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA APPROVING A LEASE AGREEMENT WITH DAVID J. SEIDEL, DOING BUSINESS AS CAT TOURS, FOR THE PURPOSE OF USING THREE (3) BOAT SLIPS AT GRANTHAM POINT ON LAKE DORA PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR MAYORAL SIGNATURE AUTHORITY; PROVIDING FOR SCRIVENERS ERRORS, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.
Robin R. Hayes, City Manager, stated this lease agreement has been on a month to month basis. It is good to have this lease agreement in place again. She mentioned a change in the business name and corrections to the information will be made to reflect the one primary owner, Mr. David J. Seidel. Cat Tours rents 3 boat docks at a rate of $210 per month.

Kat, operator of Cat Tours, spoke in support of renewing the lease.

Motion made by Councilmember Hoechst to approve Resolution No. 2017-41; Councilmember Tucker seconded the motion. The motion was approved by roll call vote.

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5. Approval of Resolution No. 2017-34, Historic Marker for 908 North Tremain Street; Utter House

Jennifer Cockcroft, City Attorney, read Resolution No. 2017-34 by title only.

RESOLUTION NO. 2017-34

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING ISSUANCE OF A HISTORIC MARKER FOR THE UTTER HOUSE LOCATED AT 908 NORTH TREMAIN STREET; PROVIDING ADOPTION OF RECITALS AND FINDINGS; PROVIDING FOR THE INCLUSION IN THE HISTORIC MARKER PROGRAM; PROVIDING FOR A SAVINGS PROVISION; AND PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, THE CORRECTION OF SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, noted at the February 22, 2017 meeting of the Historic Preservation Board, the applicant requested a separate application for certificate of appropriateness to make minor renovations to the structure.

Discussion ensued pertaining to the criteria required for a historic designation given the condition of the home. Vince Sandersfeld, Interim Planning & Development Director, addressed the concerns mentioned.

Mary Miller, 200 East Tenth Avenue, stated the new owners have already begun making improvements.

Motion made by Councilmember Crail to approve Resolution No. 2017-34; Councilmember Rolfson seconded the motion. The motion was approved by roll call vote.

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6. Approval of Resolution No. 2017-37, Palm Island Change Order

Jennifer Cockcroft, City Attorney, read Resolution No. 2017-37 by title only.
RESOLUTION NO. 2017-37
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA APPROVING A CHANGE ORDER ISSUED TO PEGASUS ENGINEERING TO PROVIDE POST DESIGN SERVICES FOR THE PALM ISLAND BOARDWALK REPLACEMENT PROJECT; PROVIDING FOR FINDINGS; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR SCRIVENER’S ERRORS, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, noted Section 2 of the Resolution should list there is a work order attached in the amount of $44,420 which is a dollar amount held in the contingency account for this project.

Motion made by Councilmember Rolfson to approve Resolution No. 2017-37; Councilmember Crail seconded the motion. The motion was approved by roll call vote.

Councilmember Rolfson  YES  Councilmember Slaby  YES
Councilmember Crail  YES  Councilmember Tucker  YES
Councilmember Hoechst  YES  Vice Mayor Tillett  YES

7. Approval of Resolution No. 2017-38, Contract Award for Utility Construction for Wekiva 3A and 3B

Jennifer Cockcroft, City Attorney, read Resolution No. 2017-38 by title only.

RESOLUTION NO. 2017-38
A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING A CONTRACT WITH CARR & COLLIER, INC. FOR UTILITY CONTRUCTION FOR WEKIVA 3A AND 3B; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT IN ACCORDANCE WITH SOUND PROCUREMENT PRACTICES AND PRINCIPLES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, stated this is another project in cooperation with FDOT. Ms. Hayes informed City Council the low bidding firm has not performed a level of experience in the past commensurate with this project. However, BESH is comfortable with the contract. This is a state revolving loan with a small percentage being used for this project. It is anticipated development and impact fees will be generated to help replenish the funds.

Motion made by Councilmember Rolfson to approve Resolution No. 2017-38 with attached reference documentation; Councilmember Hoechst seconded the motion. The motion was approved by roll call vote.

Councilmember Rolfson  YES  Councilmember Tucker  YES
Councilmember Hoechst  YES  Councilmember Crail  YES
Councilmember Slaby  YES  Vice Mayor Tillett  YES

Jennifer Cockcroft, City Attorney, read Resolution No. 2017-39 by title only.

RESOLUTION NO. 2017-39

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING A PIGGYBACK CONTRACT WITH ASPHALT PAVING SYSTEMS, INC. FOR THE PAVING OF VARIOUS CITY STREETS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, said the paving plan includes the roadway at Lake Cares Food Pantry, a recent area of discussion. The contract is a piggyback with Lake County.

Motion made by Councilmember Hoechst to approve Resolution No. 2017-39; Councilmember Tucker seconded the motion. The motion was approved by roll call vote.

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ORDINANCES

Vice Mayor Tillett said there is a request to continue the next three Ordinances to a date certain. She entertained one motion to continue Ordinance Numbers 2017-01, 2017-02 and 2017-03.

Motion made by Councilmember Rolfson to continue Ordinance Numbers 2017-01, 2017-02 and 2017-03 until April 18, 2017, due to a change in property ownership; Councilmember Crail seconded the motion. The motion was approved by roll call vote.

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1. Approval of the Final Reading of Ordinance No. 2017-01, Request for Voluntary Annexation of 1.25+/- acres of property located on the south side of US Highway 441 and West of Morningside Drive (17680 US Highway 441); Owners: Leonard E. Williams and Leonard E. Williams, Jr., as Co-Trustees of the GST Exempt Marital Trust Created under the Marjorie H. Williams Trust U/T/A dated December 27, 2001

2. Approval of the Final Reading of Ordinance No. 2017-02, Future Land Use Map (FLUM) Amendment; Property located on the South side of US Highway 441 and West of Morningside Drive (17680 US Highway 441)

3. Approval of the Final Reading of Ordinance No. 2017-03, Request for Change of Zoning for property located on the South side of US Highway 441 and West of Morningside Drive (17680 US Highway 441)
DISCUSSION

1. Explanation of the East Lake Northwest Orange Elected Officials meeting to be held on Friday, March 24, 2017, at 10:00 a.m. at the Mount Dora Chamber of Commerce

Robin R. Hayes, City Manager, explained the meeting and stated various jurisdictions are working together toward common goals on items such as infrastructure and the rails to trails projects. The meeting is informational.

CITY MANAGER

Robin R. Hayes extended a thank you to volunteers for assistance with the shuttle program during the past event season. Mount Dora has a superb group of volunteers and Ms. Hayes named some of the volunteers who have taken on leadership roles and extended her appreciation. A report will be provided to City Council during the budget process so decisions can be made as to continuance of the program.

Robin R. Hayes provides departmental data and accomplishment reports to City Council. The departments have been busy and information is available to citizens on the website. Performance measures are included to indicate things that transpire on a normal routine basis.

Robin R. Hayes announced the upcoming work session of City Council to be held on Saturday, March 25th in the Community Room at W.T. Bland Library, beginning at 8:30 a.m. She provided a summary of items that will be on the agenda for the work session.

Councilmember Hoechst announced March 25th is also the 107th birthday of the City.

COMMUNICATIONS AND REPORTS

Councilmember Crail
Thanked Councilmember Slaby for his presentation.

Councilmember Hoechst
Councilmember Hoechst shared the new Lake Cares pamphlet with staff, visitors and fellow Councilmembers.

Councilmember Hoechst announced the upcoming Mount Dora Christian Academy Gala.

She also announced the upcoming Relay for Life activities beginning in May. There will be five Cities including Mount Dora, Tavares, Umatilla, Sorrento and Eustis and activities will be held at the Lake County fairgrounds.

Councilmember Hoechst said she is working with Officer Severance on an event on April 23, 2017, at Lake Receptions which is a Sunday afternoon. This will be a fundraiser for breast cancer.

Councilmember Rolfson
Councilmember Rolfson complemented Robin R. Hayes on contacting and providing reports from the lobbyists.

Councilmember Rolfson complemented the Police Department along with the Lake County Sheriff’s Office task force that took down a major drug dealer in the City of Mount Dora.
Councilmember Tucker
Councilmember Tucker worked the information booth at the spring show this past Saturday and also helped on Sunday; he reported tons of compliments on the City of Mount Dora.

Councilmember Tucker said a couple of areas have been spruced up coming into town. When driving up old 441 right before US Hwy 441, on the right side there is a lot of brush. He asked if we could get an estimate on making improvements in that area.

Councilmember Slaby
Councilmember Slaby thanked Robin R. Hayes for reports.

Councilmember Slaby shared his contact with Lynn Tipton where he asked her to name three Cities that do a great job on transparency. The Cities named were Palm Bay, North Port and Wellington. He would like to see Mount Dora strive to make this list.

Councilmember Slaby thanked Robin R. Hayes for work on a monument for the Ice House Theater on Charles Street.

Councilmember Slaby asked a question about the outstanding legal issue, whether a report has been received. Robin R. Hayes reported she has not seen a report but anticipates receipt in the near future.

Councilmember Slaby noted the water rates will increase on April 1st. He also mentioned the availability of levelized billing and information is on the website.

Councilmember Slaby announced the City Flag contest.

Councilmember Slaby said he didn’t seem to notice a lot of handicapped parking during the spring show and some of the businesses indicated they didn’t do as well as they did during the Art Festival.

Vice-Mayor Tillett
Vice Mayor Tillett said there is now public Wi-Fi at Gilbert Park.

ADJOURNMENT
The City Council meeting adjourned at approximately 8:48 p.m.

________________________________________
LAURIE TILLETT
VICE-MAYOR, 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:        April 4, 2017

TO:          Honorable Mayor and City Council

FROM:        Robin R. Hayes, City Manager

SUBJECT:     Resolution No. 2017 – 31, Scope of Work for Utility Design for Wolf Branch Road with Quentin L. Hampton (QLH), Inc.

**Introduction:** This is a request for City Council to approve Resolution No. 2017-31, an agreement of services based on CCNA requirements and a scope of work with QLH in the amount of $238,678.00 for Utility Design Work for Wolf Branch Road from Niles Road to Avington Road.

**Discussion:** The City will be completing the Utility Design plans as per CCNA requirements, shown in Exhibit #1, for Round Lake Road and Wolf Branch Road in anticipation of the commercial development of the Wolf Branch Innovation District. QLH’s scope is to design utilities along Wolf Branch Road starting at Niles Road and ending at Avington Road as described in Exhibit #A, scope of services. In addition, QLH will consider an alternate route for the water line to Water Treatment Plant #2 (See Attachment #1 QLH Response to Scope of Services documents).

The Utility Design Work for Round Lake Road and Wolf Branch Road was advertised as RFQ 16-11-001 in August 2016. BESH, Inc. was ranked first and Quentin L. Hampton (QLH) was ranked second. The ranking was approved by City Council on September 20, 2016. As previously discussed with City Council, the work is being distributed between BESH, Inc. and QLH. There is a separate agenda item for the Utility Design for Round Lake Road by BESH, Inc.

**Budget Impact:** While the funding for the Utility Design Work is expected to come from the State Revolving Fund loan fund, the 2016 Rate Study anticipated bond financing for the projects. The account 425-5369-563-00-00-CB1702 has been established with a budget of $3,500,000.

**Strategic Impact:** Design of the utilities that are part of the master plan to develop the Wolf Branch Innovation District.


Prepared By:  Paul M. Lahr, City Engineer
Reviewed By:  John Peters, Public Works & Utilities Director
              Mike Shepard, Finance Director
              John Bruce, Purchasing Manager
Re: SCOPE OF SERVICES AND FEE ESTIMATE
WOLF BRANCH ROAD UTILITIES EXTENSIONS
CITY OF MOUNT DORA, FLORIDA

Dear John:

Quentin L. Hampton Associates, Inc. (QLH) is pleased to offer the enclosed scope and fee estimate for the above referenced project to provide professional engineering design services. The attached scope of services describes, in detail, what our firm understands to be required for this project. Our services consist of preliminary and final design, permitting, bidding and construction phase services for the improvements. The project involves the design of water main, sewer force main, and reclaimed water extension on Wolf Branch Road from Niles Road westerly to Avington Road as shown on Figure 1.

QLH services include surveying, geotechnical investigation, Subsurface Utility Engineering (SUE), civil design, permitting, plans, specifications, and bidding assistance. We understand the City will seek construction phase services at a later time upon completion of the subject scope.

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

Sincerely,

Andrew M. Giannini, P.E.
Project Manager

Brad T. Blais, P.E.
President

Enclosures: Scope of Services and Fee Estimate, Construction Cost Estimate, Concept Plan
Sub-consultant proposals from SSMC and Ardaman
Attachment A – List of Sub-Consultants
Attachment B – Key Employees
Attachment C – Fee Schedule
CITY OF MT. DORA
WOLF BRANCH ROAD UTILITIES EXTENSION
ENGINEERING DESIGN, PERMITTING AND BIDDING ASSISTANCE
SCOPE OF SERVICES AND FEE ESTIMATE

General: This fee estimate and scope of services constitutes an agreement for Engineering Consulting Services (RFQ16-11-001) dated December 8, 2016 between the City of Mount Dora, Lake County, Florida, hereinafter called the “City”, and Quentin L. Hampton Associates, Inc., a Florida corporation having its office in Port Orange, Florida, hereinafter called “QLH”.

Background: The City of Mount Dora is expanding utilities connections to the east service area. The subject project will provide the north loop for potable water, reclaimed water and sanitary sewer force main. The project involves the design and permitting of approximately 8,000 lineal feet each of potable water main, reclaimed water main, and sewer force main along Wolf Branch Road between Niles Road and Avington Road, for a total of approximately 24,000 lineal feet of utility pipe. An alternate route to the future water treatment plant will be included for design as the City desires. The final route selection will be determined prior to authorizing survey.

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

Description of Services: QLH shall provide the following services:

1.0 Survey:

QLH will utilize Southeastern Surveying and Mapping Company (SSMC) to provide right-of-way and topographic survey, and underground utility location information and aerial mapping for the survey product for the project. Proposal from SSMC is included with the attachments.

2.0 Subsurface Utility Engineering (SUE):

QLH will provide the following Level “A” Utility Locating services:

2.1 Premark the requested locate areas in the field per Low Impact Guidelines, Section 556.114, F.S.
2.2 Contact Sunshine One Call to register excavation ticket(s), including supplemental contact with utility company/contracted locator and verification of positive responses.
2.3 Utilize air and vacuum or other non-destructive excavation (up to 8 feet deep) to expose the known existing underground utilities at the following estimated intervals and/or number of locations. All designated utilities at 200 foot intervals along the corridor to develop “utility location cross sections”
2.4 Attempt to verify size and type of exposed utility, record information.
2.5 Collect horizontal and vertical location of exposed utility, including measurements to three visible features to enable the data to be added to mapping and enable future recovery, record information.
2.6 Coordinate collection of horizontal and vertical location of exposed utility with survey subconsultant, if survey services are being conducted.
2.7 Fill and compact the excavations utilizing the removed material
2.8 Repair damaged sod, minor concrete pavement, gravel, etc.
2.9 Provide required Maintenance of Traffic (MOT) equipment and setup
2.10 Deliverables: Sketches reflecting all collected information in hard copy and electronic format.

3.0 Engineering and Design:

During the design phase, QLH will complete the following work:

3.1 Collection of field information per above SUE locate task.
3.2 Preparation of design plans. Drawings shall include plan sheets and detail drawings as required.
3.3 Lettering size of plans shall be suitable for one-half size reduced drawings.
3.4 Preparation of Contract Documents. Contract Documents are defined in the City’s General Conditions of the Construction Contract and include, but are not limited to, the Drawings, Specifications, and front-end documents (Bid, Agreement, General Conditions, Supplementary Conditions, and Post Bid Documentation).
3.5 A minimum of two (2) review meetings with City Staff (one at 60% and one at 90% or design completion).
3.6 Submittal of two (2) sets of plans and specifications to the City for review and comment at each of the above required design meetings.
3.7 Submittal of an Engineer’s preliminary opinion of cost at each of the above required design meetings. Cost estimates shall be itemized with unit costs indicated as appropriate.
3.8 Incorporation of the City Staff review comments in the Contract Documents.
3.9 Furnish three (3) sets and one (1) electronic copy of Contract Documents to the City for Staff use during construction.
3.10 Coordinate and obtain Geotechnical information per the attached proposal including groundwater depths at select points.

4.0 Permitting:

During the design phase, QLH will also provide permitting assistance:

4.1 Preparation and submittal of permit applications at the 90% stage including: Lake County Use Permit, and FDEP Utility Extension permits for all main extensions. Permit fees are to be paid by the City.
4.2 Response to reasonable Requests for Additional Information from the permitting agencies.
4.3 Submittal of completion certifications or requests for clearances from FDEP upon completion of construction.
5.0 Bidding:

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

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

6.0 Construction Contract Administration:

QLH will provide the following services during the construction phase:

6.1 Coordinate execution of contracts
6.2 Schedule and preside over preconstruction conference
6.3 Issue Notice to Proceed to Contractor
6.4 Review shop drawings/material submittals
6.5 Address Contractor/CITY questions
6.6 Twice per month site visits
6.7 Review of monthly Contractor pay requests
6.8 Review of Contractor as-built drawings
6.9 Review change orders
6.10 Prepare final record drawings, utilizing Contractor as-builts and inspector sketches, etc.
6.11 Determine substantial completion.
6.12 Provide final inspection
6.13 Recommend final payment
6.14 Coordinate execution of final paperwork
6.15 Provide Certificate of Completion to permitting agencies

7.0 Construction Project Representative:

QLH will provide a qualified inspector to provide the following services during the construction phase:

7.1 Attend pre-construction conference
7.2 Assist Engineer with shop drawing review
7.3 Observe contractor's construction activities
7.4 Document construction activity via daily reports/logs
7.5 Address citizen complaints
7.6 Review contractor's soil and erosion control efforts
7.7 Review contractor's monthly pay requests/quantities
7.8 Prepare supplemental as-built sketches
7.9 Review contractor's as-built surveys
7.10 Review contractor's locating efforts of existing utilities
7.11 Coordinate responses to contractor's Requests For Information (RFIs).
7.12 Coordinate engineer's field directives
7.13 Coordinate material and field tests.

**Schedule:**

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Survey &amp; Geotechnical Analysis</td>
<td>60 days from NTP</td>
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<tr>
<td>Preliminary Design Drawings</td>
<td>30 days from Receipt of Survey</td>
</tr>
<tr>
<td>60% Design Drawings</td>
<td>60 days from Receipt of Survey</td>
</tr>
<tr>
<td>90% Design Drawings &amp; Permit Applications</td>
<td>90 days from Receipt of Survey</td>
</tr>
<tr>
<td>Final Design &amp; Acquired Permits</td>
<td>120 days from Receipt of Survey</td>
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<td>Bidding Documents:</td>
<td>150 days from Receipt of Survey</td>
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<td>Construction Phase:</td>
<td>Per City Schedule</td>
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**Basis of Fee:** The proposed fee is based on the following. For the design, permitting and bidding services, see the attached detailed breakdown of hours.

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<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
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<tr>
<td>Task 1</td>
<td>Survey Allowance including locates of existing utilities</td>
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<tr>
<td>Task 2</td>
<td>Subsurface Utility Engineering</td>
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<tr>
<td>Task 3</td>
<td>Geotechnical Consulting Allowance (Ardaman)</td>
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<td>Task 4</td>
<td>Sub-Consultant Coordination</td>
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<td>Task 5</td>
<td>Design and Permitting</td>
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<td>Task 6</td>
<td>Bidding Assistance</td>
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<td>Task 7</td>
<td>Construction Contract Administration</td>
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<td>Task 8</td>
<td>Construction Project Representative</td>
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<td>Task 9</td>
<td>Permit Fee Allowance</td>
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<td>Task 10</td>
<td>Out of Pocket Allowance</td>
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<tr>
<td><strong>Total</strong></td>
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<td><strong>$238,678.00</strong></td>
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</table>

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

If Florida Sales Tax becomes due on professional services, the CITY shall reimburse QLH for the additional sales tax cost.
“PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF QUENTIN L. HAMPTON ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.”

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

Prepared by:
QUENTIN L. HAMPTON ASSOCIATES, INC.
-Consulting Engineers-
March 14, 2017
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<th>Task</th>
<th>Description</th>
<th>Project Manager (hours)</th>
<th>Project Engineers (hours)</th>
<th>Production Supervisor (hours)</th>
<th>Engineering Analysts (hours)</th>
<th>CAD Technicians (hours)</th>
<th>Administrative Support (hours)</th>
<th>SUE Technician and laborer</th>
<th>Construction Inspector</th>
<th>Allowance Items</th>
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<td>Permit Fees Allowance</td>
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<td></td>
<td></td>
<td></td>
<td>$238,678</td>
</tr>
</tbody>
</table>

Notes:
(1) See attached proposal from SSMC ($34,038)
(2) See Ardaman proposal
(3) Includes Printing, and misc expenses to be charged as needed with receipts
(4) Permit Fee Allowance includes FDEP for Force Main & Water Main Permit Applications
(5) Based on 180 day project - actual working days = 150
February 10, 2017

Mr. Andrew M. Giannini, P.E.
Project Manager
Quentin L. Hampton Associates Inc.
PO Box 290247 (4401 Eastport Parkway)
Port Orange, FL 32129-0247

RE: City of Mount Dora Utility Improvements

Task I: Mount Dora (Wolf Branch Road) Utility Extension (Approximately 7,900 Linear Feet)
Task II: Alternate Water Main Route (Approximately 2,300 Linear Feet)
Sections 22, 23, 26, 27, Township 19 South, Range 27 East, Lake County, Florida

Dear Mr. Giannini,

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

SCOPE OF WORK:

Provide a Limited Design Topographic Survey and establish the Apparent Right-of-Way and Parcel Lines in accordance with Chapter 5J-17 F.A.C. to include the following:

1. Southeastern Surveying and Mapping Corporation (SSMC) will obtain spot elevations on natural ground and existing improvements suitable for interpolation of one (1) foot contours in the specific obscure areas of the Aerial LiDAR Survey provided by Mapping Resource Group, Inc. (MRGI). Based on phone conversation with Joe Ricke, PSM with MRGI we anticipate this effort to be minimal as the LiDAR results in this area are reported by Joe Ricke to have been very reliable in the past.

2. Establish sufficient project benchmarks relative to NAVD’88 Datum.

3. Horizontal control will be relative to Florida State Plane Coordinate System ’83 Datum.

4. The LiDAR Survey completed by MRGI will be provided to SSMC in a CAD format along with a Surveyor’s Report.

- SSMC will be responsible for obtaining Topographic data in the obscure areas.
- SSMC will be responsible for establishing the location of the Right-of-Way lines and Parcel Lines based on the best available evidence being a combination of existing recovered right-of-way monumentation and a review of available parcel maps and descriptions as found on the Lake County Property Appraisers Site.
SSMC will be responsible for locating all visible objects that are within the Apparent Right-of-Way to include utilities, as evidenced by above ground features or as marked by the designated utility company representative as a result of contacting Sunshine 811.

SSMC will be responsible for obtaining the horizontal and vertical information (X, Y & Z) related to approximately 40 underground utility Test Holes, by others.

SSMC will be responsible for merging the Topographic Data derived from the LiDAR data that will be provided in the CAD file by MRGI with the SSMC Data that will include the Apparent Right-of-Way, Apparent Parcel Lines and visible objects including utilities.

SSMC will be responsible for the accuracy of the information that was obtained by SSMC, and MRGI will be responsible for the accuracy of the information that was obtained by MRGI.

SSMC has made the following assumptions in preparing this proposal.

- The LiDAR Survey completed by MRGI will be provided to SSMC in a CAD format that will be in a usable format will be substantially complete with the exception of the information that SSMC is specifically responsible for adding.

- There may be Supplemental Tasks that are unknown at this time as MRGI has not had the opportunity to fully review their LiDAR Survey and therefore SSMC reserves the right to review the CAD file received from MRGI along with all field data required to complete this project and negotiate the approval of the Supplemental Tasks funding.

The final product will be three (3) certified prints, and a CAD file of same on disk for your use.

Southeastern Surveying and Mapping Corporation (SSMC) will contact Sunshine 811 and provide all contact information for utility providers in the area, but we cannot guarantee that the Utility owners will mark their lines. All topographic features in the original Scope of Work will be located with the caveat that we can only locate subsurface utilities that are designated / marked by the Utility Owners or their designated representatives.

See attached man hour fee sheet breakdown for our fees for the various tasks associated with this project.

Topographic Survey

Establish the Apparent Right-of-Way and Parcel Lines

Locate Utilities

Data Merge/deliverable

Locate/Elevate Approximately 40 Test Holes

Supplemental Tasks/Approved By Engineer

We anticipate completion of the above described work within the Project Schedule to be negotiated as it is dependent on the results of the LiDAR Survey being provided.

Payment is expected within thirty (30) days from date of invoice. We accept VISA and MasterCard for your payment convenience.
Mr. Andrew M. Giannini, P.E.
City of Mount Dora Utility Improvements – Wolf Branch Road
February 10, 2017

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

Sincerely,

Ronnie A. Figueroa, PSM, GISP
Project Manager

RAF:gac

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

If your firm prefers using your own standard PROFESSIONAL SERVICES AGREEMENT in lieu of this proposal letter, this document MUST BE furnished to SSMC, negotiated, and executed prior to the commencement of any service.

Send all Agreements to:

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

Your firm agrees that by (1) signing and returning this Proposal, or (2) partial or complete performance under this Proposal and SSMC has not received, negotiated and/or executed a PROFESSIONAL SERVICES AGREEMENT, then it is agreed that THE TERMS AND CONDITIONS IN THIS PROPOSAL SHALL GOVERN THE SERVICES RENDERED.

Furthermore, if requested, your firm acknowledges that by accepting this Proposal, SSMC will provide your firm with an insurance certificate that (1) contains the project name and (2) lists your firm as the certificate holder.

The person executing this document must indicate that he/she is a Principal and/or Corporate Officer.

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

ACCEPTED BY:

/ 
Principal / or Corporate Officer TITLE Printed Name Date
### FEE QUOTATION PROPOSAL

**Project Name:** Mount Dora (Wolf Branch Road) Utility Extension (7,900 LF) / Alternate Water Main Route (2,300 LF)  
**Date:** February 10, 2017

**Contract:** Mount Dora/QLH Associates  
**Name of Firm:** Southeastern Surveying and Mapping Corporation

<table>
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<tr>
<th>ACTIVITY</th>
<th>PROJECT MANAGER</th>
<th>SURVEYOR &amp; MAPPER</th>
<th>SR SURVEY TECHNICIAN</th>
<th>CAD TECHNICIAN</th>
<th>2 MAN SURVEY CREW</th>
<th>3 MAN SURVEY CREW</th>
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<td>$130.00</td>
<td>$260.00</td>
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**Hours Totals:** 5.5  11  33  122  140  0

### LUMP SUM FEE BREAKDOWN

- **PROJECT MANAGER:** $715.00
- **SURVEYOR & MAPPER:** $1,430.00
- **SR SURVEY TECHNICIAN:** $3,201.00
- **CAD TECHNICIAN:** $10,492.00
- **2 MAN SURVEY CREW:** $18,200.00
- **3 MAN SURVEY CREW:** $-

### LUMP SUM FEE TOTAL

$34,038.00
Dear Mr. Giannini

As requested, we are pleased to present this proposal for conducting a subsurface soil exploration and geotechnical engineering evaluation for the subject project. Based on our review of information provided by Mr. Giannini, the project includes the installation of new 12-inch and 16-inch water main, re-use water main, and sewer force main pipes within the same alignment adjacent to Wolf Branch Road. The alignment length is approximately 8,000 lineal feet. The deepest anticipated depth of the new pipelines is approximately 10 feet.

The scope of our work will include determining if the soil characteristics are suitable to construct the proposed pipelines. In addition, we will estimate the normal seasonal high groundwater table level at the boring locations. The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

**FIELD EXPLORATION**

The requested field exploration program will include drilling Standard Penetration Test (SPT) borings to a depth of 12 feet below existing ground surface and at a spacing of approximately one boring every 500 lineal feet at accessible locations within the proposed alignment. We anticipate drilling up to 16 SPT borings. The number of borings and the boring spacing may be adjusted pending access to the soil boring locations.

The SPT borings will be drilled using a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to the boring termination depth of 10 feet. Each sample will be removed from the sampler in the field and then examined and visually classified by our crew chief. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation.

We note that if some areas are not accessible to our truck-mounted drilling equipment, an auger boring may be drilled by hand in lieu of the SPT boring in the area. The auger borings would be drilled using a 3-inch diameter bucket auger to a depth of 1 to 2 feet below the encountered groundwater level or to a maximum depth of 10 feet below existing ground surface, whichever is...
encountered first. If difficult drilling conditions are encountered, the hand auger borings may be terminated at shallower depths.

LABORATORY PROGRAM

Routine laboratory visual classification of the samples retrieved from the borings will be performed by a geotechnical engineer along with specific classification tests deemed necessary (i.e., percent fines, organic content, etc.).

ENGINEERING ANALYSIS AND REPORT

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations for the following:

- Trench stability;
- Pipe bedding;
- Use of excavated soils;
- Backfill and compaction requirements;
- Potential removal of unsuitable foundation soils;
- Soil parameters to be used to assess lateral loads on the structures; and
- An estimated normal seasonal high groundwater table level at the boring locations.

Our recommendations for the pipelines, together with all data developed during the exploration, will be submitted in a written report upon conclusion of the study.

SCHEDULE AND COST ESTIMATE

Based on our present schedule, we could mobilize our field personnel to begin work within 2 to 3 weeks after receiving authorization to proceed. We expect the field exploration will require two days to complete. Our analysis and report preparation will require an additional 5 to 7 days after completion of the laboratory and field programs, however, verbal results can be provided shortly after completion of the field program, if requested.

The cost to complete the above scope of services will not exceed $7,200.00 without prior approval from the client. This costs is in accordance with the unit rates presented in Attachment 1.

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions: (1) access to boring locations is to be readily available to our truck-mounted drilling equipment, (2) the proposed number of borings and the boring depths will be adequate, (3) maintenance of traffic (MOT) is not required to perform the field work, (4) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine State One-Call; their locations are to be provided by the client or owner prior to commencement of the field work, and (5) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included.
CLOSURE

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

Very truly yours,

ARDAMAN & ASSOCIATES, INC.

[Signature]

Jason P. Manning, P.E.
Branch Manager
Ardaman & Associates, Inc.

PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

PROJECT INFORMATION:

Project Name: Wolf Branch Road Utility Improvements
Project Location: Mount Dora, Florida
Proposal Number and Date: 1723-026; Dated February 6, 2017
Description of Services: Subsurface Soil Exploration and Geotechnical Evaluation
Estimated Fee: $7,200.00

PROPERTY OWNER IDENTIFICATION:

Name:
Property Identification Number:
Address:
City/State: Zip Code: Phone:
Attention: Title:

SPECIAL INSTRUCTIONS:

PAYMENT TERMS:

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

PROPOSAL ACCEPTANCE:

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

Accepted this ______ day of __________________________________________, 2017.

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

(Signature of authorized representative)

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

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

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

Damage to Existing Man-made Objects – It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. Client waives any claim against A&A arising from any damage to existing man-made objects. In addition, Client shall defend, indemnify and hold A&A harmless from any third party claim arising from damage to existing man-made objects.

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

Pursuant to §558.0035, Florida Statutes, Consultant’s Individual Employees and/or Agents May Not Be Held Individually Liable for Negligence Arising Out of, Connected With, or Resulting From Their Services Provided Pursuant to this Agreement.

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

Sample Handling and Retention – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and A&A, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples.

(a) Non Hazardous Samples: At Client’s written request, A&A will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of A&A’s report to Client free of storage charges. After the initial 30 days and upon written request, A&A will retain test specimens or samples for a mutually acceptable storage period and charge fee for this service.

(b) Hazardous or Potentially Hazardous Samples: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances (“Hazardous Substances” and “Hazardous Constituents”, respectively). A&A will, after completion of testing and at Client’s expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that A&A is acting as a bailee and at no time does A&A assume title of said waste.

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

Indemnification – Client agrees to defend, indemnify and save harmless A&A from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from the actions or inactions of Client, Client’s contractors, representatives, agents and employees.

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

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

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

1/2/14

City Council Agenda Packet - April 4, 2017 Page 32 of 204
ATTACHMENT 1

1. Mobilization of Crew and Equipment, lump sum Varies

2. **Standard Penetration Test Borings:**
   - (a) (0 - 50 ft. depth) $14.95/l.f.
   - (b) (51 - 100 ft. depth) $17.95/l.f.
   - (c) (101 - 125 ft. depth) $23.40/l.f.

3. Auger Borings/Wash Borings $11.35/l.f.

4. **Install Temporary Casing**
   - (a) 0 to 50 feet $10.00/l.f.
   - (b) 51 to 100 feet $12.45/l.f.

5. **Undisturbed Samples (Shelby Tube)** $183.00/each


7. **Add 10% to Unit Rates for Drilling with Mudbug Equipment**


9. **Muck Probes** Manhour Rates

10. **Groundwater Level Piezometer** $25.75/l.f.

11. **Double Ring Infiltrometer Test** $585.00/each

12. **Field Permeability** $310.00/each

13. **Laboratory Testing:**
   - (a) Incremental Consolidation Test $595.00/test
   - (b) Atterberg Limits $112.00/set
   - (c) Sieve Analysis $56.00/each
   - (d) Percent Fines $40.00/each
   - (e) Natural Moisture Content $20.00/each
   - (f) Organic Content $40.00/each
   - (g) Limerock Bearing Ratio $340.00/each
   - (h) Permeability (K>10^{-5} cm/sec) $155.00/each
   - (i) Unit Weight/Classification of Undisturbed Sample $64.00/each

14. **Engineering Analysis and Report Preparation:**
    - Senior Engineer (P.E.) $165.00/hour
    - Senior Project Engineer (P.E.) $139.00/hour
    - Project Engineer (P.E.) $124.00/hour
    - Assistant Project Engineer $113.00/hour
    - Sr. Engineering Technician $70.00/hour
    - Engineering Technician $58.00/hour
    - Technical Draftsperson $65.00/hour
    - Technical Typist $55.00/hour

15. **Standby of drill crew and equipment** $195.00/crew-hour

16. **Extra Report Copies** Priced on Request

Unit Prices Effective Until December 31, 2017.
ATTACHMENT ‘A’

List of Sub-Consultants:

Surveying & Mapping: Southeastern Surveying & Mapping Corporation
6500 All American Boulevard
Orlando, FL 32810
(407) 292-0141
Contact: Ronnie Figueroa, PSM

1300 N. Cocoa Boulevard
Cocoa, FL 32922
(321) 636-2503
Contact: Jason Manning, P.E.
## ATTACHMENT ‘B’

**Key Employees:**

- **Project Manager:** Andrew M. Giannini, P.E.
- **Project Engineer:** Michael Anderson, P.E.
- **Production Manager:** John Mischle
- **CADD Technicians:**
  - Patrick Johns
  - Allen Kull
ATTACHMENT ‘C’

CITY OF MOUNT DORA, FLORIDA
QUENTIN L. HAMPTON ASSOCIATES, INC.
RATES AND FEES SCHEDULE
(REVISED JANUARY 2014)

Expert Witness ................................................................. $250.00
Principal ............................................................................. $175.00
Project Manager ............................................................... $175.00
Professional Engineer ....................................................... $140.00
Subsurface Utility Engineering (SUE) Project Manager .......... $140.00
Chief Building Official ....................................................... $85.00
Fire Safety Inspector/Fire Systems Plan Review .................... $80.00
Production Supervisor .................................................... $75.00
Engineering Analyst ....................................................... $75.00
GIS Technician ............................................................... $75.00
SUE Project Coordinator ................................................ $75.00
Construction Services Supervisor ....................................... $75.00
CADD Technician ........................................................... $75.00
Building Plans Examiner ................................................ $75.00
SUE Field Technician ...................................................... $62.00
Construction Project Representative (Inspector) ................. $62.00
Grant/Funding Coordinator/Federal Grant Compliance Specialist $62.00
Building Inspector .......................................................... $62.00
Federal Grant Compliance Specialist .................................. $60.00
Sr. Administration Supervisor .......................................... $60.00
SUE Administrative Support .......................................... $50.00
Administration Support .................................................. $50.00

EQUIPMENT RATES
SUE Vacuum Excavator ................................................. $600.00 per day
SUE Ground Penetrating Radar (GPR) ............................... $150.00 per day
SUE Truck ........................................................................ $300.00 per day

REIMBURSABLE EXPENSES:
Printing, SUE materials and other direct costs – Actual cost
Sub-Consultant Services – Actual cost plus 10% administration fee
Sales Tax – Actual cost if/when sales tax is applicable

SCHEDULE NOTES:
1. Schedule shall be subject to annual adjustments
2. Rates do not include sales tax
3. Inspector rates include travel expenses
4. Building Inspection minimum charges may apply if inspections are sporadic/not grouped
RESOLUTION NO. 2017 - 31

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING A CONTRACT WITH QUENTIN L. HAMPTON (QLH) INC. FOR UTILITY DESIGN OF WOLF BRANCH ROAD; AUTHORIZING THE MAYOR TO EXECUTE THE CCNA AGREEMENT WITH QLH AND THE CORRESPONDING WORK ORDER WITH QLH; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT IN ACCORDANCE WITH SOUND PROCUREMENT PRACTICES AND PRINCIPLES PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora is trying to encourage the development of the Wolf Branch Innovation District, and

WHEREAS, the Wolf Branch Road is part of the Innovation District and utility design work needs to be completed on Wolf Branch Road, and

WHEREAS, QLH has submitted a scope of work to do the design work on Wolf Branch Road from Niles Road to Avington Road in response to the CCNA agreement in Exhibit 1, and

WHEREAS, it is in the public interest and serves a public purpose for the City to approve a Contract with QLH, Inc., as set forth in the Scope of Work which is attached as a Work Order in Exhibit #A, for Utility Design Work, in the amount of $ 238,678.00, and

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

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution.

SECTION 2. Approval of Agreements. The City Council of the City of Mount Dora hereby approves a Contract with QLH, Inc. for costs associated with the Utility Design Work for Wolf Branch Road between Niles Road and Avington Park Road. The City Council of Mount Dora hereby authorizes the Mayor to execute the Scope of Work attached as Exhibit #1.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby granted authority to take any and all necessary administrative actions deemed 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.
SECTION 4. Savings Provision. All prior actions of the City of Mount Dora pertaining to the agreements with QLH, Inc., as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney may be corrected.

SECTION 6. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any section or 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 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 7th day of March, A.D., 2017.

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

ATTEST:

________________________
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

________________________
Lonnie N. Groot, City Attorney

Resolution No. 2017- 31
Page 2
Exhibit “1”

Agreement for Professional Consulting Services with Quentin L. Hampton Associates, Inc.
CITY OF MOUNT DORA AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH QUENTIN L. HAMPTON ASSOCIATES, INC.

THIS AGREEMENT made and entered into this ___ day of __________, 2017 by and between the City of Mount Dora, a municipality of the State of Florida, whose address is 1250 North Highland Street, Mount Dora Florida 32757, hereinafter referred to as the “CITY”, and Quentin L. Hampton Associates, Inc., a Florida Licensed Engineering Company, whose principal corporate address is 4401 Eastport Parkway, Port Orange, Florida 32127, hereinafter referred to as the “CONSULTANT”. The CITY and the CONSULTANT are collectively referred to herein as the Parties.

WITNESSETH:

WHEREAS, the CITY desires to retain the CONSULTANT for the work identified in the bid and/or proposal specifications outlined in the CITY’s procurement activities; and

WHEREAS, the CITY desires to retain the CONSULTANT to provide transit planning services/general consulting services, as subsequently specifically set out in Work Orders to be issued under this Agreement; and

WHEREAS, the CITY desires to employ the CONSULTANT for the performance necessary to support the activities, programs and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing and providing such goods/services upon said terms and conditions; and

WHEREAS, the CONSULTANT hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality goods and/or services to the CITY; and

WHEREAS, all CITY promulgated bid (solicitation) documents pertaining to procurement activities relating to this matter and all submissions submitted by the CONSULTANT in the proposal submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein; and

WHEREAS, the CITY desires to retain the CONSULTANT to provide all labor, materials, equipment, facilities and services in accordance with, but not limited to, the provisions set forth in the Scope of Services (Exhibit “A”); and

WHEREAS, to the extent required by controlling law, this Agreement has been procured subject to the provisions of the Consultants Competitive Negotiations Act; and

WHEREAS, the CITY desires to use the expertise and knowledge of the CONSULTANT; and
WHEREAS, the CONSULTANT recognizes the importance to the public of strict adherence to all laws, rules and regulations with particular regard to safety procedure and process.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

(a). The term "CONSULTANT" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing services under this Agreement.

(b). The CONSULTANT acknowledges that the CITY may retain other goods and/or service providers to provide the same goods and/or services for CITY projects. The CONSULTANT acknowledges that the CITY, at the CITY's option, may request proposals from the CONSULTANT and the other goods and/or service providers for CITY projects. The CITY reserves the right to select which goods and/or service provider shall provide goods and/or services for the CITY's projects.

(c). The CONSULTANT agrees to provide and ensure coordination between goods/services providers.

(d). The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.

(e). Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The persons executing this Agreement for the CONSULTANT certify that they are authorized to bind the CONSULTANT fully to the terms of this Agreement.

(f). Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Work Order.

(g). When the term “law” is used herein, said phrase shall include statutes, codes, rules and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(h). The CONSULTANT hereby guarantees the CITY that all work and all material, supplies, services and equipment as listed on a Work Order meet the requirements,
specifications and standards as provided for under the *Federal Occupations Safety and Health Act of 1970*, from time to time amended and in force on the date hereof.

(i). It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain forever an independent CONSULTANT with respect to all services performed under this Agreement.

(j). Persons employed by the CONSULTANT in the provision and performance of the goods and/or services and functions pursuant to this Agreement shall have no claim to pension, workers’ compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY’s officers and employees either by operation of law or by the CITY.

(k). No claim for goods and/or services furnished by the CONSULTANT not specifically provided for herein or in a Work Order shall be honored by the CITY.

SECTION 2: SCOPE OF SERVICES; WORK ORDERS FOR SERVICES.

(a). The CONSULTANT shall provide the goods and/or services as generally set forth, described in Exhibit “A” to this Agreement, and, subsequently, as specifically detailed in various Work Orders as may be issued from time-to-time by the CITY.

(b). The CONSULTANT shall safely, diligently, and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services included in this Agreement and in each subsequently entered Work Order.

(c). Unless modified in writing by the parties hereto, the duties of the CONSULTANT shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement and any Work Order issued pursuant to this Agreement.

SECTION 3: WORK ORDERS.

(a). The provision of goods and/or services, to be performed under the provisions of this Agreement, shall be commenced as set forth in the CITY’s bid and procurement documents upon the execution of this Agreement and a Work Order issued on a form provided by the CITY hereunder commencing the provision of goods and services. Additional services to be performed or goods to be provided by the CONSULTANT to the CITY shall be authorized in written Work Orders issued by the CITY on a form provided by the CITY. Work Orders executed by the CITY shall include a detailed description of quantities, services and a completion schedule. The CONSULTANT shall review Work Orders and notify the CITY in writing of asserted inadequacies for the CITY’s correction, if warranted. In every case, if work
is completed by the CONSULTANT without authorization by a Work Order or a change order, the CITY is not obligated to compensate the CONSULTANT for the unauthorized work.

(b). If the services required to be performed by a Work Order are clearly defined, the Work Order shall be issued on a “Fixed Fee” basis. The CONSULTANT shall perform all services required by the Work Order but, in no event, shall the CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(c). If the services are not clearly defined, the Work Order may be issued on a “Time Basis Method” and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONSULTANT shall perform all work required by the Work Order; but in no event, shall the CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(d). If the services are not clearly defined, the Work Order may be issued on a “Time Basis Method” and contain a Limitation of Funds amount. The CONSULTANT is not authorized to exceed that amount without the prior written approval of the CITY. Said approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the CITY whenever the CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(e). For Work Orders issued on a “Fixed Fee Basis”, the CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f). For Work Orders issued on a “Time Basis Method” with a Not-to-Exceed amount, the CONSULTANT may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a “Fixed Fee Basis” or “Time Basis Method” with a Not-to-Exceed amount shall be treated separately for retainage purposes, which shall be prescribed on the face of the Work Order. If the CITY determines that work is substantially complete and the amount retained is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h). For Work Orders issued on a “Time Basis Method” with a Limitation of Funds amount, the CONSULTANT may invoice the amount due for services actually performed and completed. The CITY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a “Time Basis Method” with a Limitation of Funds amount.
(i). Payments shall be made by the CITY to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONSULTANT shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONSULTANT, Work Order Number, Contract Number and all other information required by this Agreement.

SECTION 4: CONSULTANT UNDERSTANDING OF GOODS/SERVICES REQUIRED.

Execution of this Agreement by the CONSULTANT is a representation that the CONSULTANT is familiar with the goods and/or services to be provided and/or performed and with local conditions. The CONSULTANT shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONSULTANT has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Work Orders, and that it is well acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY’s Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONSULTANT to the CITY that the CONSULTANT is fully familiar with any and all requisite work conditions of the provision of the goods and/or services.

SECTION 5: CHANGE ORDERS.

(a). The CITY may revise the scope of services or order for goods set forth in any particular Work Order.

(b). Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the goods and/or services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the goods and/or services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONSULTANT’s schedule.

SECTION 6: CONSULTANT RESPONSIBILITIES.

(a). The CONSULTANT shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety,
and the coordination of all goods and/or services furnished by the CONSULTANT under this Agreement as well as the conduct of its staff, personnel, employees and agents. The CONSULTANT shall provide to the CITY a list of employee working days, times and assignments within two (2) hours of the CITY’s request for such information and the CITY may request, and the CONSULTANT shall provide, employee addresses and drivers’ licenses. The CONSULTANT shall work closely with the CITY on all aspects of the provision of the goods and/or services. With respect to services, the CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature. The CONSULTANT’s submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

(b). Neither the CITY’s review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONSULTANT’s negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.

(c). The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d). Time is of the essence in the performance of all goods and/or services provided by the CONSULTANT under the terms of this Agreement and every Work Order.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.

(a). The CITY shall reasonably cooperate with the CONSULTANT in a timely fashion at no cost to the CONSULTANT as set forth in this Section.

(b). The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of services under Work Orders.

(c). The CITY shall make CITY personnel available where, in the CITY’s opinion, they are required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
(d). The CITY shall examine all of the CONSULTANT’s goods and/or services and indicate the CITY’s approval or disapproval within a reasonable time so as not to materially delay the provisions of the goods and/or services of the CONSULTANT.

(e). The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.

(f). The CITY shall give written notice to the CONSULTANT whenever the CITY’s designated representative knows of a development that affects the goods and/or services provided and performed under this Agreement, timing of the CONSULTANT’s provision of goods and/or services, or a defect or change necessary in the goods and/or services of the CONSULTANT.

(g). The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the adjustment of payments made to the CONSULTANT based upon the quality of work of the CONSULTANT.

(h). The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONSULTANT in carrying out the duties and responsibilities deriving from this Agreement.

(i). The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(j). Neither the CITY’s review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement nor any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY or the public caused by the CONSULTANT’s negligent or wrongful provision or performance of any of the goods and/or services furnished under this Agreement.

(k). All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONSULTANT’s services or have been created during the course of the CONSULTANT’s performance under this Agreement shall become the property of the CITY after final payment is made to the CONSULTANT.
SECTION 8: COMPENSATION.

(a). For the work set forth in Exhibit “A” of this Agreement, the CONSULTANT shall be paid in accordance with the schedule of charges as set forth in Exhibit “B” attached hereto.

(b). There are no reimbursable expenses to be paid to the CONSULTANT except as specifically set forth herein.

SECTION 9: INVOICE PROCESS.

(a). Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment within thirty (30) days of receipt by the CITY.

(b). The CONSULTANT will be notified of any disputable items contained in invoices submitted by the CONSULTANT within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies.

(c). The CITY and the CONSULTANT will make every effort to resolve all disputable items contained in the CONSULTANT’s invoices.

(d). Each invoice shall reference this Agreement, the appropriate Work Order and Change Order if applicable, and billing period.

(e). The Florida Local Government Prompt Payment Act shall apply when applicable. A billing period represents the dates in which the CONSULTANT completed goods and/or services referenced in an invoice.

(f). Invoices are to be forwarded directly to:

Mr. John Peters, P.E.
Public Works & Utilities Director
1250 North Highland Street
Mount Dora Florida 32757

SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a). The CONSULTANT shall commence the provision of goods and/or services as described in this Agreement upon execution of this Agreement or execution of this Agreement and execution of a Work Order issued by the CITY.

(b). The CONSULTANT and the CITY agree to make every effort to adhere to the schedules required by the CITY or as established for the various Work Orders as described in
each Work Order. However, if the CONSULTANT is delayed at any time in the provision of goods and/or services by any act or omission of the CITY, or of any employee, tumult of the CITY, or by any other CONSULTANT employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of force majeure not resulting from the inactions or actions of the CONSULTANT and beyond the CONSULTANT’s control which would not reasonably be expected to occur in connection with or during performance or provision of the goods and/or services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONSULTANT shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: TERM/LENGTH OF AGREEMENT.

(a). The initial term of this Agreement shall be for two years from Agreement execution date.

(b). After the initial term, this Agreement shall be automatically renewed for two additional two year renewals for a maximum of six years.

(c). Should the CITY not wish to not have the contract automatically renewed, the CITY shall provide written notice sixty (60) days prior to the automatic renewal.

SECTION 12: DESIGNATED REPRESENTATIVES.

(a). The CITY designates the CITY’s City Manager or her designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.

(b). The CITY’s City Manager, or her designated representative, shall have the following responsibilities:

(1). Examination of all work and rendering, in writing, decisions indicating the CITY’s approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT;

(2). Transmission of instructions, receipt of information, and interpretation and definition of CITY’s policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3). Giving prompt written notice to the CONSULTANT whenever the CITY official representative knows of a defect or change necessary in the project; and
(4). Coordinating and managing the CONSULTANT’s preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c). Until further notice from the CITY Manager the designated representative for this Agreement is:

Mr. John A. Bruce - MBA, CPPB, CPM
Purchasing & Property Manager
1250 North Highland Street
Mount Dora Florida 32757

(d). The CONSULTANT’s designated representative is:

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

SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.

(a). The CITY may terminate this Agreement or any Work Order for convenience at any time or this Agreement or any Work Order for any one (1) or more of the reasons as follows:

1. If, in the CITY’s opinion, adequate progress to be provided or under a Work Order is not being made by the CONSULTANT due to the CONSULTANT’s failure to perform; or

2. If, in the CITY’s opinion, the quality of the goods and/or services provided by the CONSULTANT is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONSULTANT has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

3. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT; or

4. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. The CONSULTANT violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct and policies.
(b). In the event of any of the causes described in this Section, the CITY’s designated representative may send a certified letter to the CONSULTANT requesting that the CONSULTANT show cause why the Agreement or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONSULTANT to be in default, and may then immediately terminate this Agreement or any Work Order in progress under this Agreement.

(c). In the event that this Agreement or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONSULTANT.

SECTION 14: TERMINATION BY CONSULTANT FOR CAUSE.

(a). The CONSULTANT may terminate this Agreement only if the CITY fails to pay the CONSULTANT in accordance with this Agreement.

(b). In the event of the cause described in Subsection (a), the CONSULTANT shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.

(a). Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirely without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest, in writing deficiencies or default in the performance of its duties under the Agreement and the CONSULTANT shall have ten (10) days to correct same or to request, in writing a hearing.

(b). Failure of the CONSULTANT to remedy said specified items of deficiency or default in the notice by either the CITY’s designated representative within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the CITY shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.

(c). The CITY shall have the right to terminate this Agreement without cause with a sixty (60) day written notice to the CONSULTANT. The CITY reserves the right to terminate any Agreement for cause with a five (5) day written notice to the CONSULTANT. Notice shall be served to the parties as specified in the Agreement.
(d). In the event that this Agreement is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(e). This Agreement will remain in full force and effect as to all authorized Work Order(s) that is/are to be continued to completion.

(f). In the event that, after the CITY’s termination for cause for failure of the CONSULTANT to fulfill its obligations under this Agreement, it is found that the CONSULTANT has not so failed, the termination shall be deemed to have been for convenience and without cause.

SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement, or any Work Order, is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the services provided by the CONSULTANT through the date of termination, and any additional services, shall be paid to the CONSULTANT.

SECTION 17: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination given by either party, the terminated party shall promptly discontinue the provision of all goods and/or services, unless the notice provides otherwise.

SECTION 18: SUSPENSION.

(a). The performance or provision of the CONSULTANT’s goods and/or services under any Work Order or under this Agreement may be suspended by the CITY at any time.

(b). In the event the CITY suspends the performance or provision of the CONSULTANT’s services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONSULTANT within thirty (30) days all compensation which has become due to and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended provision of goods and/or services unless and until the CITY’s designated representative notifies the CONSULTANT in writing that the provision of the goods and/or services of the CONSULTANT called for hereunder are to be resumed by the CONSULTANT.

(c). Upon receipt of written notice from the CITY that the CONSULTANT’s provision of goods and/or services hereunder are to be resumed, the CONSULTANT shall continue to provide the services to the CITY.

SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.
The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, sexual orientation or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONSULTANT, moreover, shall comply with all the requirements as imposed by the Americans with Disabilities Act and the Americans with Disabilities Amendment Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 20: INDEMNITY AND INSURANCE.

(a). To the fullest extent permitted by law, the CONSULTANT shall indemnify, hold harmless and defend the CITY, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney’s fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance or provision of services required under this Agreement, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of the CONSULTANT, its agents, servants, officers, officials, employees, or sub consultants. Additionally, the CONSULTANT accepts responsibility for all damages resulting in any way related to the performance of work.

(b). In accordance with Section 725.06, Florida Statutes, adequate consideration has been provided to the CONSULTANT for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged.

(c). Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

(d). In claims against any person or entity indemnified under this Section by an employee of the CONSULTANT or its agents or sub-consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONSULTANT or its agents or sub-consultants, under Workers Compensation acts, disability benefit acts, or other employee benefit acts.

(e). The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the indemnification provision in this Agreement; provided, however, that the CONSULTANT must also comply with the provisions of this Agreement relating to insurance coverages.
(f). The CONSULTANT shall submit a report to the CITY within twenty-four (24) hours of the date of any incident resulting in damage or which is reasonably likely to result in a claim of damage.

(g). In the event that the CONSULTANT is providing services as a “design professional”, the indemnification by the CONSULTANT running in favor of the CITY shall be to the maximum extent permissible under the provisions of Section 725.08, Florida Statutes.

SECTION 21: INSURANCE.

(a). The CONSULTANT shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:

(1). Workers Compensation/Employer Liability: The CONSULTANT shall provide Worker’s Compensation for all employees. The limits will be statutory limits for Worker’s Compensation insurance and $3,000,000 for Employer’s Liability.

(2). Comprehensive General Liability: The CONSULTANT will provide coverage for all operations including, but not limited to, contractual, products, complete operations, and personal injury. The limits will not be less than $2,000,000 Combined Single Limit (CDL) or its equivalent.

(3). Comprehensive Automobile Liability: The CONSULTANT shall provide complete coverage for owned and non-owned vehicles for limits not less than $2,000,000 CSL or its equivalent.

(b). All insurance other than Workers Compensation to be maintained by the CONSULTANT shall specifically include the CITY as an additional insured.

(c). The CONSULTANT shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Agreement from the CITY. These Certificates of Insurance shall become part of this Agreement. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve the CONSULTANT of the CONSULTANT’s full responsibility for performance of any obligation including the CONSULTANT’s indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best’s Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the
requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with insurance acceptable to the CITY, the CONSULTANT shall be deemed to be in default of this Agreement.

(d). The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty (30) days prior notice will be given to the CITY by submission of a new Certificate of Insurance.

(e). The CONSULTANT shall furnish Certificate of Insurance directly to the CITY’s designated representative. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by this Agreement.

(f). Nothing in this Agreement or any action relating to this Agreement shall be construed as the CITY’s waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(g). The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONSULTANT. There are no third party beneficiaries to this Agreement.

(h). The CONSULTANT is an independent CONSULTANT and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Agreement.

(i). All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 22: STANDARDS OF CONDUCT.

(a). The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

(b). The CONSULTANT shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c). The CONSULTANT hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONSULTANT, or any interest in property that the CONSULTANT may have. The CONSULTANT further certifies that any conflict of interest that arises during the
term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d). The CONSULTANT shall ensure that all taxes due from the CONSULTANT are paid in a timely and complete manner including, but not limited to, the local business tax.

(e). If the CITY determines that any employee or representative of the CONSULTANT is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONSULTANT, in writing. The CONSULTANT shall immediately remove such employee or representative of the CONSULTANT from such assignment.

(f). The CONSULTANT shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g) The CONSULTANT shall certify, upon request by the CITY, that the CONSULTANT maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination of this Agreement.

(h). If the CONSULTANT or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of this Agreement by the CITY. The CONSULTANT shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

(i). The CITY reserves the right to unilaterally terminate this Agreement if the CONSULTANT refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the CONSULTANT in conjunction, in any way, with this Agreement.

(j). The CONSULTANT shall comply with the requirements of the Americans with Disabilities Act and the Americans with Disabilities Amendment Act, and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(k). The CITY will not intentionally award publicly-funded contracts to any CONSULTANT who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8, United States Code, Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA). The CITY shall consider the employment by the CONSULTANT of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the CONSULTANT of the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of this Agreement by the CITY. The CONSULTANT shall utilize the United States Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of this agreement. The CONSULTANT shall expressly require any
subcontractors performing work or providing services to likewise utilize the United States Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this agreement.

(l). The CONSULTANT agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the CITY. The CONSULTANT agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(m). The CONSULTANT shall ensure that all goods and/or services are provided to the CITY after the CONSULTANT has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(n). If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONSULTANT shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(o). The CONSULTANT shall advise the CITY in writing of it who has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

(p). The CONSULTANT shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government. No official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the State. It shall be the responsibility of the State to enforce the requirements of this section. No member, officer or employee of the CITY during his or her tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
(q). Pursuant to this Agreement between the CONSULTANT and the CITY, the CONSULTANT may be called upon from time to time to render services to various municipalities, at the expense of the local government(s). This agreement does not preclude the municipality from participating directly with the CONSULTANT in the CITY planning process.

SECTION 23: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a). The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All-time records and cost data shall be maintained in accordance with generally accepted accounting principles. Upon termination of this Agreement, the CONSULTANT shall deliver all records, data, memoranda, models, and equipment of any nature that are in the CONSULTANT's possession or under the CONSULTANT's control and that are the CITY's property or relate to the CITY's business.

(b). The CONSULTANT shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance goods and/or services under this Agreement and date of final payment for said goods and/or services, or date of termination of this Agreement.

(c). The CITY may perform, or cause to have performed, an audit of the records of the CONSULTANT before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONSULTANT and the CITY subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the CONSULTANT may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONSULTANT. Conduct of this audit shall not delay final payment as required by this Section.

(d). In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or a county or municipality with jurisdiction or any representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to goods and/or services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions. In every respect, the CONSULTANT shall ensure compliance with any applicable requirements of governmental agencies including, but not limited to, their pre-audit and post-audit requirements.

(e). In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.
(f). The CONSULTANT agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONSULTANT must:

(1). Keep and maintain public records required by the CITY to perform the service.

(2). Upon request from the CITY's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the public CITY.

(4). Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

(5). If the CONSULTANT does not comply with a public records request, the CITY shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the CITY and the public under controlling State law.

(6). A request to inspect or copy public records relating to this Agreement must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify the CONSULTANT of the request, and the CONSULTANT must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time. Failure by the CONSULTANT to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the CITY. The CONSULTANT shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the CITY with a copy of the CONSULTANT's response to each such request.

(g). The CONSULTANT agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained
until all litigation, claims or audit findings involving the records have been resolved and final action taken.

(h). IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S (VENDOR’S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 735-7126, GWEN KEOUGH-JOHNS, CITY CLERK, CITY OF MOUNT DORA, CITY HALL, 510 N. BAKER ST. MOUNT DORA, FL 32757, JOHNSG@CI.MOUNT-DORA.FL.US.

SECTION 24: CODES AND DESIGN STANDARDS.

(a). All goods and/or services to be provided for performed by the CONSULTANT shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the City to include, but not be limited to, the contractual terms and conditions posted on the city’s Web site, and the laws of any and all Federal, State and local regulatory agencies or which, otherwise, have jurisdiction over the goods and/or services.

(b). The CONSULTANT shall be responsible for keeping apprised of any changing laws, applicable to the goods and/or services to be performed under this Agreement.

SECTION 25: ASSIGNABILITY.

(a). The CONSULTANT shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

(b). The CONSULTANT agrees to reasonably participate in the contractual “piggybacking” programs pertinent to local governments if authorized by law.

SECTION 26: SUBCONSULTANTS.

(a). Any CONSULTANT-proposed sub-consultants shall be submitted to the CITY for written approval prior to the CONSULTANT entering into a subcontract. Sub-consultant information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.

(b). The CONSULTANT shall coordinate the provision of goods and/or services and work product of any CITY approved sub-consultants, and remain fully responsible for such goods and/or services and work under the terms of this Agreement.
(c). Any subcontract shall be in writing and shall incorporate this Agreement and require the sub-consultants to assume performance of the CONSULTANT’s duties commensurately with the CONSULTANT’s duties to the CITY under this Agreement, it being understood that nothing herein shall in any way relieve the CONSULTANT from any of its duties under this Agreement. The CONSULTANT shall provide the CITY with executed copies of all subcontracts.

(d). The CONSULTANT shall reasonably cooperate at all times with the CITY and other CITY consultants and professionals.

(e). There are no sub-consultants submitted for approval by the CITY at the inception of the Agreement:

SECTION 27: CONTROLLING LAWS/VENUE/INTERPRETATION.

(a). This Agreement is to be governed by the laws of the State of Florida.

(b). Venue for any legal proceeding related to this Agreement shall be in the Fifth Judicial Circuit Court in and for Lake County, Florida.

(c). This Agreement is the result of bona fide arm’s length negotiations between the CITY and the CONSULTANT and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 28: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 29: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

(a). This Agreement, together with the exhibits, constitutes the entire integrated Agreement between the CITY and the CONSULTANT and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and
controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b) This Agreement may only be amended, supplemented or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 30: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:

For the CITY:

Robin Hayes
City Manager
City Hall
510 North Baker Street
Mount Dora Florida 32757

For the CONSULTANT:

Andrew M. Giannini, P.E,
Project Manager
Quentin L. Hampton Associates, Inc.
4401 Eastport Parkway
Port Orange, Florida 32127

(c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONSULTANT agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONSULTANT to comply
with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 31: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 32: NO GENERAL CITY OBLIGATION.

In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, but shall be payable solely from legally available revenues and funds and the CONSULTANT shall have no right to impose the levy of ad valorem taxation by the CITY.

SECTION 33: EXHIBITS.

Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

SECTION 34: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 35: SEVERABILITY/CONSTRUCTION.

(a). If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b). All provisions of this Agreement shall be read and applied in para materia with all other provisions hereof.

SECTION 36: ALTERNATIVE DISPUTE RESOLUTION (ADR).
(a). In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b). The CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONSULTANT had knowledge and failed to present during the CITY procedures.

(c). In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 37: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute the same document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its CITY’s local governing board, the City Council, taking action on this day of ______________, 2017, and the CONSULTANT signing by and through its duly authorized corporate officers having the full and complete authority to execute same.

QUENTIN L. HAMPTON ASSOCIATES, INC.

By: ________________________________
Authorized Consultant Signature

______________________________
Consultant Witness to Signature

______________________________
Signature Date:

CITY OF MOUNT DORA

By: ________________________________
Mayor Signature

____________________________
Gwen Johns, City Clerk Signature

____________________________
Signature Date

Approved as to form and legality for use and reliance by the City of Mount Dora, Florida.

____________________________
Lonnie Groot, City Attorney Signature  

Date

EXHIBIT “A”
SCOPE OF SERVICES
EXHIBIT “B”
RATES OF COMPENSATION
EXHIBIT “C”
SAMPLE WORK ORDER FORM

______________, 2017

WORK ORDER NO.       _____

PROJECT:             __________________________

CONSULTANT:  QUENTIN L. HAMPTON ASSOCIATES, INC._____

Execution of this Work Order by the CITY shall serve as authorization of CONSULTANT to provide for the above project, professional services as set out in the documents which are attached and made a part hereof.

The CONSULTANT shall provide said services pursuant to this Work Order, its attachment(s) and that certain Agreement of ______________________, 2017 between the CITY and CONSULTANT, which is incorporated herein by reference as if it had been set out in its entirety. Whenever this Work Order conflicts with said Agreement, the Agreement shall prevail.

**TIME FOR COMPLETION:** The following work authorized by the Work Order shall be completed within _____ days from the notice to proceed.

**EXAMPLE FOLLOWS:**

**COMPENSATION:** The CITY shall compensate the CONSULTANT a negotiated fixed fee in the amount of $___________ for the service required under this Work Order. The CONSULTANT shall perform all work and/or provide all goods as required by this Work Order, but, in no event, shall the CONSULTANT be paid more than the fee set forth above. Compensation shall occur according to the method described in Exhibit “B” to the aforementioned Agreement.

**OR OTHER MEANS OF COMPENSATION SET FORTH**
IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this ____ day of _______________________, 2017 for the purposes stated herein.

QUENTIN L. HAMPTON ASSOCIATES, INC.

By:  __________________________________________
     Authorized Consultant Signature

     __________________________________________
     Consultant Witness to Signature

     __________________________
     Signature Date:

CITY OF MOUNT DORA

By:  __________________________________________
     City Manager Signature

     __________________________________________
     Gwen Johns, City Clerk Signature

     __________________________
     Signature Date

Approved as to form and legality for use and reliance by the City of Mount Dora, Florida.

     __________________________
     Lonnie Groot, City Attorney Signature

     __________________________
     Date
QUENTIN L. HAMPTON, INC.
WORK ORDER FOR
PROFESSIONAL SERVICES


PROJECT: Wolf Branch Road Utilities Extension.

WORK ORDER TYPE: Fixed Fee (Except for reimbursements).

ISSUED BY: The City of Mount Dora (the “CITY” hereinafter), a municipal corporation of the State of Florida.

ISSUED TO: Quentin L. Hampton, Inc. (the “CONSULTANT” hereinafter), a for profit corporation of the State of Florida.

SCOPE OF SERVICES:

The CONSULTANT shall accomplish the following as directed by the CITY and authorized by the City Manager:

(1). The CONSULTANT shall provide the CITY with survey services utilizing Southeastern Surveying and Mapping Company (SSMC) to provide right-of-way and topographic survey, and underground utility location information and aerial mapping for the survey product for the project.

(2). The CONSULTANT shall perform subsurface utility engineering by providing level “A” utility locating services including:

(a). Premark the requested locate areas in the field per Low Impact Guidelines, Section 556.114, F.S.

(b). Contact Sunshine One Call to register excavation ticket(s), including supplemental contact with utility company/contracted locator and verification of positive responses.

(c). Utilize air and vacuum or other non-destructive excavation (up to 8 feet deep) to expose the known existing underground utilities at the following estimated intervals and/or number of locations. All designated utilities at 200 foot intervals along the corridor to develop “utility location cross sections”.

(d). Attempt to verify size and type of exposed utility, record information.

(e). Collect horizontal and vertical location of exposed utility, including measurements to three visible features to enable the data to be added to mapping and enable future recovery, record information.

(f). Coordinate collection of horizontal and vertical location of exposed utility with survey subconsultant, if survey services are being conducted.

(g). Fill and compact the excavations utilizing the removed material.

(h). Repair damaged sod, minor concrete pavement, gravel, etc.

(i). Provide required Maintenance of Traffic (MOT) equipment and setup.

(j). Deliverables: Sketches reflecting all collected information in hard copy and electronic format.

(3). The CONSULTANT shall complete the following Engineering and Design work tasks during the Design phase:

(a). Collection of field information per above subsurface utility engineering locate task.

(b). Preparation of design plans. Drawings shall include plan sheets and detail drawings as required.

(c). Lettering size of plans shall be suitable for one-half size reduced drawings.

(d). Preparation of Contract Documents. Contract Documents are defined in the City's General Conditions of the Construction Contract and include, but are not limited to, the Drawings, Specifications, and front-end documents (Bid, Agreement, General Conditions, Supplementary Conditions, and Post Bid Documentation).

(e). A minimum of two (2) review meetings with City Staff (one at 60% and one at 90% or design completion.

(f). Submittal of two (2) sets of plans and specifications to the City for review and comment at each of the above required design meetings.

(g). Submittal of an Engineer’s preliminary opinion of cost at each of the above required design meetings. Cost estimates shall be itemized with unit costs indicated as appropriate.

(h). Incorporation of the City Staff review comments in the Contract Documents.
(i). Furnish three (3) sets and one (1) electronic copy of Contract Documents to the City for Staff use during construction.

(j). Coordinate and obtain Geotechnical information per the attached proposal including groundwater depths at select points.

(4). The CONSULTANT shall provide permitting services to include:

(a). Preparation and submittal of permit applications at the 90% stage including: Lake County Use Permit, and FDEP Utility Extension permits for all main extensions. Permit fees are to be paid by the City.

(b). Response to reasonable Requests for Additional Information from the permitting agencies.

(c). Submittal of completion certifications or requests for clearances from FDEP upon completion of construction.

(5). The CONSULTANT shall assist the CITY in the public bidding of the project by completing the following work tasks:

(a). Preparation of bidding documents per CITY standards

(b). Preparation of documents for City and use in posting on Demand Star

(c). Preparation of any addenda for City and use in posting on Demand Star

(d). Addressing of all potential bidder questions

(e). Attend pre-bid meeting

(f). Review received bids

(g). Prepare certified bid tabulation

(h). Investigate low bidder(s) qualifications

(i). Prepare bid award recommendation letter

(j). Attend City Council meeting for bid award

(6). The CONSULTANT shall provide Construction Contract Administration services during the construction as follows:

(a). Coordinate execution of contracts

(b). Schedule and preside over preconstruction conference
(c). Issue Notice to Proceed to Contractor

(d). Review shop drawings/material submittals

(e). Address Contractor/CITY questions

(f). Twice per month site visits

(g). Review of monthly Contractor pay requests

(h). Review of Contractor as-built drawings

(i). Review change orders

(j). Prepare final record drawings, utilizing Contractor as-builts and inspector sketches, etc.

(k). Determine substantial completion.

(l). Provide final inspection

(m). Recommend final payment

(n). Coordinate execution of final paperwork

(o). Provide Certificate of Completion to permitting agencies

(7). The CONSULTANT shall provide a qualified inspector to provide services during the construction phase. Tasks to include:

(a). Attend pre-construction conference

(b). Assist Engineer with shop drawing review

(c). Observe contractor's construction activities

(d). Document construction activity via daily reports/logs

(e). Address citizen complaints

(f). Review contractor's soil and erosion control efforts

(g). Review contractor's monthly pay requests/quantities

(h). Prepare supplemental as-built sketches

(i). Review contractor's as-built surveys
(j). Review contractor's locating efforts of existing utilities

(k). Coordinate responses to contractor's Requests for Information (RFIs).

(l). Coordinate engineer's field directives

(m). Coordinate material and field tests.

**TIME FOR COMPLETION:** The work authorized by this Work Order shall be commenced upon issuance of this Work Order by the CITY and shall be completed by Final Completion or ________________, 2017.

**METHOD OF COMPENSATION:**

(a). The CONSULTANT shall be compensated by the CITY as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
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</tr>
<tr>
<td>Task 2</td>
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<td>$54,560.00</td>
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<tr>
<td>Task 9</td>
<td>$2,000.00  (Maximum)</td>
</tr>
<tr>
<td>Task 10</td>
<td>$3,000.00  (Maximum)</td>
</tr>
</tbody>
</table>

Totals $238,678.00 (Not to Exceed)

(b). Payment to the CONSULTANT shall be made by the CITY in strict accordance with the payment policies of the CITY and controlling law.

(c). It is expressly understood by the CONSULTANT that this Work Order, until executed by the CITY, does not authorize the performance of any services by the CONSULTANT.

**CONDITIONS:** Execution of this Work Order by CITY shall serve as authorization for the CONSULTANT to provide services for the above project, i.e., professional services as set out in the Scope of Services set forth above in accordance with the Agreement between the CITY and the CONSULTANT, dated March 11, 2014, which is made a part hereof.
IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of ____________________, 2017, for the purposes stated herein.

DATED this _____ day of ____________________, 2017.

ATTEST: 

______________________________  __________________________
Andrew M. Giannini, P.E.    Brad T. Blais, P.E.
Project Manager     Principal
Authorized Corporate Signatory Authorized Corporate Signatory

ATTEST: 

_____________________________  __________________________
Gwen Keough-Johns, MMC   Robin Hayes
City Clerk      City Manager

APPROVED AS TO FORM AND LEGALITY:

______________________________
Lonnie N. Groot
City Attorney
DATE: April 4, 2017

TO: Honorable Mayor and City Council

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2017-36, Interlocal Agreement with Lake-Sumter Metropolitan Planning Organization (MPO) for Transportation Management System (TMS)

Introduction:

This is a request for City Council to approve Resolution No. 2017-36, approval of the Interlocal Agreement with Lake-Sumter Metropolitan Planning Organization (MPO) relating to the Transportation Management System (TMS) MPO.

Discussion: During the last several years, MPO staff has coordinated traffic count information as it relates to the requirements of Chapter 163, Florida Statutes. Under the current Interlocal Agreement (Attachment “1”), the MPO cities and counties fund the MPO to manage traffic count information in Lake and Sumter Counties. These services are funded by the member governments because they are outside of the statutorily defined responsibility of the MPO. The current Interlocal Agreement specifically addresses traffic data gathering and information services. The Interlocal Agreement includes Lake County, Sumter County and the 14 cities of Lake County. This is a continuation of the MPO’s traffic data and services.

Intergovernmental coordination is vital with construction of the Wekiva Parkway and other roadway improvements. The MPO provides the regional transportation layer of necessary planning activities.

Budget Impact: The annual cost, based on population, is estimated to be $3,660 for Fiscal Year 2017-18 and submitted as part of the budget process, within accounting string Other Contractual Services Account No. 001-5150-534-00-00.

Strategic Impact: Provide intergovernmental coordination consistent with growth management policies.

Recommendation: City Council approve Resolution No. 2017-36.
Attachments:

1. Interlocal Agreement 2012

Prepared by: Vince Sandersfeld, interim Planning Director
Reviewed by: Mike Sheppard, Finance Director
INTERLOCAL AGREEMENT


RECATALS

WHEREAS, the Lake-Sumter Metropolitan Planning Organization (MPO) was created through interlocal agreement between Lake County, Sumter County, and the 14 municipalities of Lake County and was approved by Gov. Jeb Bush on December 9, 2003; and

WHEREAS, the MPO is responsible for managing a continuing, cooperative, and comprehensive transportation planning process for the MPO Area of Lake and Sumter counties; and

WHEREAS, the MPO approved, and entered into, an Interlocal Agreement on November 28, 2007, with Lake County, Sumter County, and the municipalities of Astatula, Clermont, Eustis, Fruitland Park, Groveland, Howey-in-the-Hills, Lady Lake, Leesburg, Mascotte, Minneola, Montverde, Mount Dora, Tavares, Umatilla, and Wildwood for the creation, funding and implementation of a Master Transportation Concurrency Management System (TCMS) Program, said agreement recorded in the Official Records of Lake County on January 30, 2008, at O.R. Book 3575, Page 734, and recorded in the Official Records of Sumter County on February 8, 2008, at O.R. Book 1901, Page 727; and

WHEREAS, on September 23, 2009, the MPO approved Resolution 2009-23 to add a safety program based on crash data to the TCMS, and to rename the TCMS the Lake-Sumter MPO Transportation Management System (TMS); and

WHEREAS, in FY 2010/11, the municipalities of Center Hill and Webster became part of the TMS via Sumter County by virtue of an interlocal service boundary agreement between each city and the county, and in FY 2011/12, the municipalities of Bushnell and Coleman were invited to participate per a rate established by the MPO in the FY 2011/12 TMS Budget; and

WHEREAS, the MPO’s Technical Advisory Committee (TAC) has recommended, and the MPO’s Governing Board agrees, that a new interlocal agreement to reconstitute the TMS is desired in order to define the specific data and services that the MPO will make available to the member cities and counties; and
WHEREAS, the 2011 Florida Legislature passed HB 7207, codified in Chapter 2011-139, Laws of Florida, which removed transportation concurrency as a statewide mandate from the Florida Statutes' growth management laws, and which effectively made transportation concurrency optional for local governments; and

WHEREAS, nonetheless, transportation capacity management is a growth management principle that ensures that necessary transportation facilities and services are available concurrent with the impacts of development and that proposed developments will not degrade a roadway below the adopted level of service standards; and

WHEREAS, despite the optional nature of transportation concurrency, safety and security remains a state and federal emphasis, and one of the objectives in the creation of MPOs was to encourage and promote the safe and efficient management, operation and development of surface transportation systems; and

WHEREAS, the MPO's maintenance of a crash data system in coordination with member governments is in accordance with the objective to encourage and promote the safe and efficient management, operation and development of surface transportation systems; and

WHEREAS, the MPO is equipped with staff, consultants and sufficient expertise to provide services under the TMS that are valued by member local governments but that are not part of the state and federal requirements regarding tasks achieved through the use of state and federal funds; and

WHEREAS, because the MPO's fiscal year begins on July 1st, and the fiscal year for the MPO's member governments begins on October 1st, it is necessary to set up a timeframe within which member cities and counties will specify the services and data they wish to avail themselves of through the TMS managed by the MPO;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Purpose

2.1 The purpose of this Agreement is to define the Transportation Management System and the process through which the TMS is implemented. The TMS is a centralized database of transportation information that all parties to the agreement may utilize as part of individual transportation programs as prescribed within individual comprehensive plans and land development regulations. Each
year, services provided as part of the TMS will be recommended by the TAC and approved by the MPO Governing Board. The types of services generally offered as part of the TMS include but are not limited to database management for crash data, traffic counts, functional classifications, roadway capacity, Level of Service (LOS) and encumbered or reserved trips, and services such as MPO review of traffic impact studies, rezonings and comprehensive plan amendments, policy formulation, grant writing and funding research.

**Article 3. Funding**

3.1 The menu of and budget for TMS services presented to TAC and to the MPO Governing Board for approval each year shall include two (2) options for member government participation and funding of the TMS: 1) an all-inclusive rate, which shall allow the member government to avail itself of an unlimited number of TMS services offered by the MPO at no additional charge; or 2) a base rate, which shall allow the member government to avail itself of the “Data and Data-related Services” listed in Section 4.3 herein, with any other, additional TMS services available to that member government at an hourly rate for MPO services. A fee structure prescribing hourly rate shall be part of the TMS budget reviewed annually, except in the year 2012, when the hourly rate shall be approved by the MPO Governing Board prior to September 30, 2012. All member governments shall elect one of the two options described herein, and shall pay either the all-inclusive or the base rate to MPO by October 1st of each year. Member governments selecting option two (2) above shall remit payment to MPO for any additional requested services charged at an hourly rate within thirty (30) days of receipt of an invoice from the MPO.

3.2 Should population be a basis for determining annual local contributions to the TMS, in each odd numbered year, the population figures and related contributions will be reviewed and adjusted as necessary for population changes. Funding contributions will be adjusted based upon Bureau of Economic and Business Research (BEBR) population figures. The best available information will be provided to each local government via presentation of the new TMS budget by the MPO.

**Article 4. TMS Services**

4.1 Development Review Services: Local governments may submit data from any applicant who is seeking a development approval for a project (Developments of Regional Impact or DRIs excepted), including the traffic impact analysis, the number of proposed residential units and amount of non-residential square footage by use in accordance with the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual.
Upon receipt of such data by the MPO, the following procedure shall be implemented in order to provide the local government with the information required in a timely fashion:

A. Provided the data received is determined to be sufficient to issue a report of findings, the MPO will evaluate the data based upon existing road capacity information - including adopted LOS, performance LOS, existing trips, reserved trips and vested trips - and submit a report of its findings within 15 calendar days of receipt of the request.

B. If the local government determines that additional information should be factored into the analysis, it may submit its comments for evaluation to the MPO within 15 calendar days of the issuance of the MPO's capacity report for that application.

C. The MPO will review additional information submitted by the local government and provide final comments within 15 calendar days of the submittal of new information.

D. If the impacted facility is a state or federal facility, the MPO shall consult with the Florida Department of Transportation (FDOT) on mitigation strategies pursuant to state and local laws. If no comments are received from FDOT within 30 days, the MPO will issue its report based upon existing data.

E. MPO shall provide assistance with proportionate fair share agreements and other negotiated mitigation measures when necessary.

The MPO will not make development approval determinations or recommendations based on transportation impacts on behalf of any local government. The MPO will issue a report of findings based on the data maintained by the MPO and the data submitted by the local government. The responsibility to make recommendations of approval or denial on development applications remains with the local government.

4.2 Comprehensive Plan/Land Development Regulation Amendments and Policy Formulation Review and Assistance: The MPO will assist any member local government in assessing needed changes to comprehensive plans, policies or land development regulations related to transportation capacity management or mitigation of transportation impacts. Comprehensive Plan or Land Development Regulation amendments related to DRIs are excepted. MPO will also assist any member local government with grant writing, Local Agency Program (LAP) assistance, funding research and multi-modal mobility policy formulation.

4.3 Data and Data-related Services:

(1) crash data – basis for safety program and data for the Community Traffic Safety Team (CTST)
(2) traffic counts – management of county counts and integration with FDOT counts
(3) functional classification – additional database component
(4) roadway capacity – additional database component
(5) Level of Service – LOS policies
(6) entitled and reserved trips – component of congestion management (concurrency)

**Article 5. Procedure**

5.1 On an annual basis, the MPO TAC shall review the list of and budget for TMS services. The list of TMS services and the TMS budget reviewed by TAC shall go to the MPO Governing Board for action on and inclusion in the MPO budget by March 31st of each year, starting in the year 2013. The MPO may amend its approved list of TMS services or TMS budget for the upcoming fiscal year between April 1st and September 30th, if termination of this Agreement by a member government or member governments makes it necessary for the MPO to revise its menu of services or the budget.

5.2 So that the centralized transportation capacity management system of the TMS will contain the most current information available, member local governments will provide to the MPO data on development applications, vested and existing development, traffic count information, legally vested trips, formally reserved trips and certificate of occupancy information. Updated information shall be delivered to the MPO under the terms of this Agreement on a quarterly basis at a minimum, and ideally on a monthly basis. Failure to provide said information in the required timeline will result in correspondence from the MPO to the local government requesting updated information.

**Article 6. Term**

6.1 This Agreement shall become effective upon execution by the last party. The executed agreement shall be recorded in Sumter County and in Lake County with MPO paying the recording costs.

6.2 This Agreement shall remain in effect until terminated by the parties to this Agreement, or as otherwise provided by law. After October 1st of any year in which the Agreement is in effect, a party that wishes to terminate shall provide ninety (90) days notice to all parties to this Agreement prior to termination, and shall make all payments throughout the ninety (90) day notice period, up to and including the date of termination. A prorated amount of the terminating party’s annual TMS payment (i.e. the all-inclusive or base rate paid by the terminating party as of October 1st) shall be refunded to the terminating party, calculated from the date of termination to September 30th. In addition, because the TMS is structured to function on an October 1st to September 30th fiscal year basis, for TMS budget planning purposes, member governments that anticipate that they
will not include TMS services from the MPO in their own budgets are encouraged and requested to provide unofficial notice of the same to MPO at the earliest possible opportunity between April 1st and September 30th of each year.

6.3 Upon termination of the Agreement by a member government, the member government may request and receive database output of TMS data, current at the time of termination, particular to their jurisdiction.

Article 7. Annual Report

7.1 An Annual Report on the status of all facilities included in the TMS shall be published each year and may be used in the MPO annual project prioritization process. The report will focus on the performance of facilities and the safety of facilities.

Article 8. General Provisions

8.1 This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which as executed shall be an original, and such counterparts together shall constitute one and the same instrument.

8.2 Amendments or modifications to this Agreement may only be made by written agreement signed by all parties hereto, with the same formalities as the original agreement.

[Signature Pages Follow]

LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION

Don Burgess, Chairman

This 26th day of September, 2012

Susan Goldfuss
Executive Assistant

Approved as to Form and Legality:

Sanford A. Minkoff
MPO Attorney

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Leslie Campione, Chairman

This 15th day of August, 2012.

ATTEST:

Neil Kelly, Clerk of the Board of County Commissioners of Lake County, Florida

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

Garry Breeden, Chairman

This 26th day of June, 2012.

ATTEST:

Merk of the Board of County Commissioners
of Sumter County, Florida

Approved as to form and legality:

County Attorney

TOWN OF ASTATULA

[Signature]
Jake Farley, Mayor

This 5th day of November, 2012.

ATTEST:

[Signature]
Mary K. Cooper
Town Clerk

Approved as to form and legality:

[Signature]
Town Attorney

CITY OF BUSHNELL

Bill Spaude, Mayor

This 10th day of July, 2012.

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

CITY OF CLERMONT

[Signature]
Harold S. Turville, Jr., Mayor
This 14th day of August, 2012.

ATTEST:

[Signature]
City Clerk

Approved as to form and legality:

[Signature]
City Attorney

CITY OF COLEMAN

Milton Hill, Mayor

This ___9___ day of July ____, 2012.

ATTEST:

City Clerk Public Service Director

Approved as to form and legality:

City Attorney

CITY OF EUSTIS

Susan Hooper, Mayor/Commissioner

This ___ day of ____________ , 2012.

ATTEST:

Mary C. Montez
City Clerk

Approved as to form and legality:

Derek A. Schroth
City Attorney

CITY OF FRUITLAND PARK

Chris J. Bell, Mayor

This day of July, 2012.

ATTEST:

Diane Gibson Smith
City Clerk

Approved as to form and legality:

Scott A. Gerken
City Attorney

CITY OF GROVELAND

Mike Radzik, Mayor

This 1st day of July, 2012.

ATTEST:

Teresa Begley
City Clerk

Approved as to form and legality:

Anita Geraci-Carver
City Attorney

TOWN OF HOWEY-IN-THE-HILLS

Chris Sears, Mayor

This 13 day of August, 2012.

ATTEST:

Brenda Brasher
Town Clerk

Approved as to form and legality
for use and reliance by the
Town of Howey-in-the-Hills, Florida, only

Heather Blom-Ramos
Town Attorney

TOWN OF LADY LAKE

Jim Richards, Mayor

This 16th day of August, 2012.

ATTEST:

Kristen Kollgaard
Town Clerk

Approved as to form and legality:

Derek Schroth
Attorney

CITY OF LEESBURG

SANNA HENDERSON, Mayor

This 27th day of August, 2012.

ATTEST:

BETTY RICHARDSON
City Clerk

Approved as to form and legality:

City Attorney

CITY OF MASCOTTE

Tony Rosado, Mayor

This 2nd day of July, 2012.

ATTEST:

Michelle Hawkins
City Clerk

Approved as to form and legality:

[Signature]
City Attorney

CITY OF MINNEOLA

Pat Kelley, Mayor

This 24th day of July, 2012.

ATTEST:

Jan McDaniel
City Clerk

Approved as to form and legality:

Scott A. Gerken
Attorney

TOWN OF MONTVERDE, FLORIDA

Troy A. Bennett, Mayor

Joe Wynkoop, Council President

This 11th day of September, 2012.

ATTTEST:

Mary Mason
Town Clerk

Approved as to form and legality:

Anita Geraci-Carver
Town Attorney

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CITY OF TAVARES, FLORIDA

Robert Wolfe, Mayor

This 15th day of August, 2012.

ATTEST:

Nancy Barnett
City Clerk

Approved as to form and legality:

City, Attorney

CITY OF MOUNT DORA, FLORIDA

Robert Thielhelm, Sr., Mayor

This 17 day of July, 2012.

ATTEST:

Gwen Keough-Johns
City Clerk

Approved as to form and legality:

City Attorney

CITY OF UMATILLA, FLORIDA

Peter E. Tarby, Acting Mayor

Glenn A. Irby, City Manager

This 17th day of July, 2012.

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor
This 1st day of July, 2012.

ATTEST:

Joseph Jacobs
City Clerk

Approved as to form and legality:

City Attorney
RESOLUTION NO. 2017-36

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA
APPROVING AN INTERLOCAL AGREEMENT WITH THE LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION AND OTHER LOCAL GOVERNMENTS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Lake-Sumter Metropolitan Planning Organization (MPO) is responsible for managing a continuing, cooperative, and comprehensive transportation planning process for Lake County and Sumter County; and

WHEREAS, the MPO and the local governments within the jurisdiction of the MPO wish to ensure that level of service standards for transportation facilities are maintained throughout the their jurisdictional limits; and

WHEREAS, the MPO and the local governments are working together to develop a centralized Transportation Management System (TMS) that will facilitate effective intergovernmental coordination on transportation facilities; and

WHEREAS, the MPO will, as part of the centralized TMS, maintain the data to be used by the local governments in making their development approval decisions; and

WHEREAS, the MPO and the City entered into an Interlocal Agreement for the Creation, Funding and Implementation of a Master Transportation Management System Program dated November 5, 2012, and desire to continue the agreement for services between the parties as seen in Exhibit 1.

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

SECTION 1. Legislative Findings and Intent. The City Council of the City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution.

SECTION 2. Approval of Interlocal Agreement with the Lake-Sumter Metropolitan Planning Organization. The City Council of the City of Mount Dora hereby approves the interlocal agreement with the MPO relating the TMS.

SECTION 3. 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. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.
SECTION 4. **Savings Provision.** All prior actions of the City of Mount Dora pertaining to the agreements with the MPO, 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 portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 7. **Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 4th day of April, A.D., 2017.

NICK GIRONE
MAYOR of the City of Mount Dora, Florida

ATTEST:

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

Lonnie N. Groot, City Attorney
Exhibit “1”

Interlocal Agreement with Lake-Sumter Metropolitan Planning Organization for Transportation Management System (TMS)
INTERLOCAL AGREEMENT BETWEEN
THE LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO),
LAKE COUNTY, FLORIDA, AND SUMTER COUNTY, FLORIDA,
AND THE MUNICIPALITIES OF ASTATULA, CLERMONT, EUSTIS,
FRUITLAND PARK, GROVELAND, HOWEY-IN-THE-HILLS, LADY LAKE,
LEESBURG, MASCOTTE, MINNEOLA, MONTVERDE,
MOUNT DORA, TAVARES, AND UMATILLA
FOR FUNDING AND IMPLEMENTATION OF THE TRANSPORTATION
MANAGEMENT SYSTEM AND FOR CREATION AND MANAGEMENT OF
A FUND FOR NON-GRANT-ELIGIBLE EXPENSES

THIS INTERLOCAL AGREEMENT entered on the date indicated below is by and
between the LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION,
hereinafter referred to as the “MPO” and LAKE COUNTY, FLORIDA, a political
subdivision of the State of Florida, SUMTER COUNTY, FLORIDA, a political
subdivision of the State of Florida and ASTATULA, CLERMONT, EUSTIS,
FRUITLAND PARK, GROVELAND, HOWEY-IN-THE-HILLS, LADY LAKE,
LEESBURG, MASCOTTE, MINNEOLA, MONTVERDE, MOUNT DORA, TAVARES,
AND UMATILLA, Florida municipal corporations, collectively referred to as the
“parties”. For purposes of this Agreement, the counties and municipalities that are parties
to this Agreement are collectively referred to as “the local governments”.

RECITALS

WHEREAS, the MPO was created through an interlocal agreement among Lake
County, Sumter County, and the 14 municipalities of Lake County and was approved by
Governor Jeb Bush on December 9, 2003; and

WHEREAS, in 2007, an interlocal agreement was approved by the MPO and the
member local governments of the MPO to create a locally-funded Transportation
Concurrency Management System, which evolved into the current Transportation
Management System (TMS); and

WHEREAS, the MPO was re-designated in 2010 by Governor Charlie Crist to
include all of Sumter County and Sumter County’s five municipalities; and

WHEREAS, the MPO is responsible for managing a continuing, cooperative, and
comprehensive transportation planning process for Lake County and Sumter County; and

WHEREAS, transportation management is a growth management principle which
ensures that necessary transportation facilities and services are available concurrent with
the impacts of development; and

WHEREAS, the local governments contemplating new development should assure
that adequate roadway capacity is available concurrent with the impacts of the proposed
development and that the proposed development will not degrade the roadway below the adopted level of service standards; and

**WHEREAS,** the MPO and the local governments wish to ensure that level of service standards for transportation facilities are maintained throughout the counties and municipalities; and

**WHEREAS,** the MPO and the local governments are working together to develop a centralized TMS that will facilitate effective intergovernmental coordination on transportation facilities; and

**WHEREAS,** the MPO will, as part of the centralized TMS, maintain the data to be used by the local governments in making their development approval decisions; and

**WHEREAS,** local funds from the local governments are provided annually to the MPO for consultant and personnel expenditures associated with management of the TMS; and

**WHEREAS,** these local funds provided to the MPO are collected through an annual invoicing process that coincides with the local governments’ fiscal years; and

**WHEREAS,** the MPO incurs certain costs that are not eligible for reimbursement through federal or state grants; therefore, the MPO requires a local funding source to cover non-grant-eligible expenses; and

**WHEREAS,** the MPO and the local governments entered into an Interlocal Agreement for the Creation, Funding and Implementation of a Master Transportation Management System Program dated November 5, 2012, and desire to continue the arrangement(s) for services made between the parties; and

**WHEREAS,** the MPO and the local governments seek to enter into a new agreement regarding the TMS by updating certain provisions and providing clarity concerning funding.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, and payments hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**Article 1. Recitals**

1.1 The foregoing recitals are true and correct and incorporated herein by reference.
Article 2. Purposes

2.1 The purpose of this Agreement is to implement a centralized database of transportation information that all parties to this Agreement may utilize as part of their individual Transportation Management Systems (TMS) as prescribed within their individual comprehensive plans and land development regulations. Data on development applications, vested and existing development, and traffic count information will be provided to the MPO by the local governments. The MPO will maintain a database and model which will show impacts that proposed development will have on the transportation system and will provide results of such modeling to the local governments. Additionally, the purpose of this Agreement is to provide for the allocation of local funds paid into the TMS to include expenditures not eligible for reimbursement through any federal or state grants received by the MPO.

Article 3. TMS Procedure

3.1 In order for the centralized TMS to contain the most current information available, the local governments will provide to the MPO any legally vested trips, any formally reserved trips and certificate of occupancy information. Initial information, to the extent available, shall be provided within ninety (90) days of the effective date of this Agreement, and thereafter during the term of this Agreement on a monthly basis.

3.2 The local governments may submit data from any applicant who is seeking a development approval for a project, including the traffic impact analysis, the number of proposed residential units and amount of non-residential square footage by use in accordance with the Institute of Transportation Engineers (ITE) Trip Generation Manual, as amended.

3.3 Upon receipt of such data by the MPO, the following procedure shall be implemented in order to provide the certain local government with the information required in a timely fashion:

1) Provided the data received is determined to be sufficient to issue a report of findings, the MPO will evaluate the data based upon existing road capacity information, including adopted level of service, existing trips, reserved trips and vested trips, and submit a report of its findings within fifteen (15) business days of receipt of the request.

2) If the local government determines that additional information should be factored into the analysis, it may submit its comments for evaluation to the MPO within fifteen (15) business days of the issuance of the MPO’s report for that application.
3) The MPO will review additional information submitted by the local government and provide final comments within fifteen (15) calendar days of the submittal of new information.

4) If the facility is designated by the State of Florida as a SIS (Strategic Intermodal System) facility or if the facility is a non-SIS state facility operating at 90 percent (90%) capacity or greater, the Florida Department of Transportation (FDOT) will be consulted for comments on proposed impacts. If no comments are received by the MPO from FDOT within thirty (30) days of the MPO’s request, the MPO will issue its report based upon existing data.

3.4 The MPO will not make concurrency determinations on behalf of any local government. The MPO will issue a report of findings based on the data maintained by the MPO and the data submitted by the local government. The responsibility to make concurrency determinations and/or recommend approvals or denials of any development applications remains with the local government.

3.5 The MPO will, upon written request, assist the local governments in assessing needed changes to a comprehensive plan, policies or land development regulations related to transportation or transportation impacts.

Article 4. Term and Termination

4.1 This Agreement shall become effective upon that date of execution of this Agreement by the last party (“effective date”).

4.2 This Agreement shall remain in effect until terminated by a mutual agreement of the parties to this Agreement, or as otherwise provided by law. Any party may withdraw from this Agreement after presenting, in written form, a notice of intent to withdraw presented to the other parties of this Agreement, at least ninety (90) days prior to the intended date of withdrawal. Upon receipt of the notice of intent to withdraw, the Chairman of the MPO is hereby authorized to enter into a written memorandum with the withdrawing party memorializing the withdrawal of the party from the responsibilities of and services to be provided under the terms of this Agreement. The withdrawing party shall record a copy of the memorandum in the Official Records, at its own cost. Upon execution of such memorandum the withdrawed party will receive no services under this Agreement.

4.3 If for any reason this Agreement is terminated in its entirety, the TMS and its associated data in the format at the time of termination will be provided to the member local governments at no additional cost.

4.4 The parties agree that the Interlocal Agreement dated November 5, 2012, by and between the parties shall be considered terminated as the effective date of this Agreement.
Article 5. Funding

5.1 Each of the local governments will pay the MPO to fund the TMS an amount based upon the local government’s population percentage relative to the populations of all the other local governments per an annual budget approved by the MPO by May 31 of each year. Invoicing for local funds shall be conducted by the MPO after October 1 of each year.

5.2 The annual budget approved by the MPO by May 31 of each year shall include local funding amounts for the TMS and for the local funds that have been designated to cover the MPO’s costs not eligible for federal or state grant reimbursement. The parties acknowledge and agree that local funds collected pursuant to this Agreement may be used by the MPO, at its discretion, to cover non-grant eligible costs and expenses.

5.3 In each odd numbered year, the population figures and related contributions will be reviewed and adjusted as necessary for population changes. Funding contributions will be adjusted based upon Bureau of Economic and Business Research (BEBR) population figures. The updated information will be provided to each of the local governments by May 31. The new contribution rates shall become effective October 1.

Article 6. TMS Annual Report

6.1 An Annual Report on the status of all facilities included in the TMS shall be published each year and may be used in the MPO annual project prioritization process.


7.1 This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which executed shall be an original, and such counterparts together shall constitute one and the same instrument.

7.2 Amendments or modifications to this Agreement may only be made by written agreement signed by all parties hereto, with the same formalities as the original Agreement.

7.3 This Agreement shall be recorded in the official public records of each county.

7.4 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted, and shall not invalidate the remaining provisions. The Agreement shall be interpreted, construed and governed by the laws of the State of Florida and venue shall lie in Lake County, Florida.
IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature, each party by and through its authorized representative.

LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION

Pat Kelley, Chairman

This ___ day of ___, 2017

ATTEST:

Doris LeMay
Executive Assistant

Approved as to Form and Legality:

Melanie Marsh
MPO Attorney

CITY OF MOUNT DORA, FLORIDA

__________________________
Nick Girone, Mayor

This ________ day of ____________, 2017.

ATTEST:

__________________________
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

Approved as to form and legality:

__________________________
Lonnie N. Groot, City Attorney
DATE: April 4, 2017

TO: Honorable Mayor and City Council

FROM: Robin R. Hayes, City Manager

RE: Resolution No. 2017-39, Final Plat Approval

Introduction:

This is a request for City Council to approve Resolution No. 2017-39, an approval of the plat in Summerview at Wolf Creek Ridge, Phase 2A subdivision.

Discussion:

The Planning and Zoning Commission (P&ZC) recommended approval of the plat at its March 15, 2017 meeting after the Development Review Committee reviewed the application and recommended approval on March 7, 2017.

Project Summary:

Owners/Applicant: Hallmark Equity Partners LLC – Suresh Gupa.
Engineer: Chadwyck H. Moorhead, P.E.
Location: West side of Niles Road and South of Wolf Branch Road.
Existing Use: Single-family platted lots (Phase 1), City water plant and vacant land.
Proposed Use: Single-family residential.
Future Land Use: Low/medium density residential (4 dwelling unit/acre or less).
Zoning: Planned Unite Development (PUD).
Total Units: 254 total PUD units.
    110 Phase 1 (existing platted lots).
    22 Phase 2A (proposed lots).
    122 Phases 2B and 3 (future lots).
Density: 254/78.70 = 3.22 dwelling units per acre.
Site Area: 78.70 Total PUD Acres.
    4.86 Phase 2A Acres

The original Wolf Creek Ridge PUD Master Plan was approved on February 17, 2004, by enactment of Ordinance No. 838. The PUD was amended on January 20, 2015, by Ordinance No. 2014-07. Attachment 2 is a copy of the approved Master Plan for information purposes. The preliminary plat for the initial development was approved January 20, 2004. Because of the lapse of time between the initial preliminary approval and submittal of Phase 2A, the request for the final plat/plan requires approval by both the P&ZC and the City Council with the City Council’s approving the final plat.
As allowed by Land Development Code (LDC), the applicant has combined the review steps and has requested the preliminary plat be reviewed in concert with the construction plan and final plat. Phase 2A is an infill section of this master planned community and previously engineered. The terms and conditions of the final plat are consistent with the PUD Master Plan (enactment of Ordinance No. 2014-07 on January 20, 2015).

Currently, there are a total of 110 existing lots platted under Phase 1. Phase 2A will add 22 more lots. The builder (Park Square Homes) has started construction of home sites starting in late 2015. The builder has marketed this community and re-named it to “Summerview at Wolf Creek Ridge.” Originally the project name was “Wolf Creek Ridge.” This approval is for Phase 2A only. The layout of the future Phases depicted on the Final Construction Plan are for information and illustration purposes only. No approvals are given nor implied for future phases. As these phases will be processed and reviewed through the City’s normal plan review process.

The applicant is requesting Construction Plan and Final Plat approval of a small section located in the middle of phase 1 (see plat and plan). The attached plan/plat includes the proposed lot layout and will include extension of Merion Drive. The following are the minimum lot zoning requirements (per the PUD):

<table>
<thead>
<tr>
<th>YARD SETBACKS</th>
<th>LOT DESIGN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front porch: 16 feet</td>
<td>Rear yard: 20 feet</td>
</tr>
<tr>
<td>Front yard: 20 feet</td>
<td>Side yard: 5 feet</td>
</tr>
<tr>
<td>Corner yard: 15 feet</td>
<td>Minimum lot size: 7,225 square feet</td>
</tr>
<tr>
<td></td>
<td>Minimum lot width: 60 feet</td>
</tr>
</tbody>
</table>

Other PUD conditions include the following:
- Dwelling must meet or exceed Energy Star standards.
- Lots must meet Florida Friendly Landscaping standards.
- Lot Tree requirement: A minimum 3 canopy trees per lot (minimum 2 inch caliper).
- 10.91 acres park site improvements and amenities, located east side of Niles Road, to be installed on or before plat recording of “Phase 2B” (future phase).

**Budget Impact:** No budget impact. However, development will enhance the City's ad valorem tax base.

**Strategic Impact:** None.

**Recommendation:** City Council approve Resolution No. 2017-39.

Attachments:  
1. Vicinity Map.  
2. PUD Master Plan 2014 ( informational).

Prepared by: Vince Sandersfeld, Interim Planning Director.  
Reviewed by: Mike Sheppard, Finance Director
RESOLUTION NO. 2017-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA APPROVING THE FINAL PLAT OF THE “SUMMERVIEW AT WOLF CREEK RIDGE, PHASE 2A” SUBDIVISION; PROVIDING FOR FINDINGS; APPROVAL OF PLAT; IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Chapter 177, Florida Statutes, an application has been filed with the City of Mount Dora, Florida, for approval of a Plat entitled “Summerview at Wolf Creek Ridge, Phase 2A”; and

WHEREAS, the Wolf Creek Ridge Planned Unit Development (PUD) Final Development Plan (Master Plan) was approved by the City Council on February 17, 2004, by enactment of Ordinance No. 838, and subsequently amended by the enactment of Ordinance No. 2014-07 on January 20, 2015; and

WHEREAS, Section 4.2 of the City’s Land Development Code (LDC) provides options for the applicant to combine the preliminary plat and final plat review steps to expedite the development order approval time-frame; and

WHEREAS, the City Surveyor reviewed said plat and found it compliant with Chapter 177, Florida Statutes, and has executed the plat; and

WHEREAS, the City Attorney reviewed said plat and found it consistent with controlling law; and

WHEREAS, the Development Review Committee reviewed the plat on October 26, 2016 and, subsequently, recommended approval on March 7, 2017 in compliance with the minimum requirements of the LDC and for consistency with the Mount Dora Comprehensive Plan and controlling State law; and

WHEREAS, the Planning and Zoning Commission reviewed and recommended approval of the final plat and final construction plan on March 15, 2017; and

WHEREAS, the City Council of the City of Mount Dora, Florida, considered the subject plat on April 4, 2017 at its meeting for compliance with the minimum requirements of the LDC and for consistency with the Mount Dora Comprehensive Plan and controlling State law.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:
SECTION 1. Recitals/Findings Adopted.

(a) The above recitals (whereas clauses) are hereby adopted by the City Council of the City of Mount Dora as its findings and made a substantive part of this Resolution.

(b) The City has taken all appropriate and required action necessary to the processing and approval of this Resolution.

SECTION 2. Approval of Plat. The City Council approves the plat entitled “Summerview at Wolf Creek Ridge, Phase 2A,” as provided in Exhibit “1”.

SECTION 3. Implementing Actions. The Mayor is hereby authorized to execute the Plat and the City Clerk, under the direction of the City Manager, is, likewise, authorized to execute the Plat in attestation of the Mayor’s signature for recording in the Lake County Clerk of Court, Florida and to take any and all necessary implementing actions.

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 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 4th day of April, A.D., 2017.

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

ATTEST:

________________________________________
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

For use and reliance of the Mount Dora City Council only.
Approved as to form and legality.

________________________________________
Lonnie Groot, City Attorney

Resolution No. 2017-39
Page 2 of 3
EXHIBIT “1”

SUMMERVIEW AT WOLF CREEK RIDGE, PHASE 2A
FINAL PLAT
DATE: April 4, 2017

TO: Honorable Mayor and City Council

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2016-45, Extension and Amendment of the Agreement with Florida Greenscapes Management, Inc.

Introduction: This is a request for City Council to approve Resolution No. 2017-45, authorizing the Extension and Amendment of the Agreement with Florida Greenscapes Management, Inc. (FGM) for landscape maintenance services for the Water and Wastewater Divisions and Parks & Recreation.

Discussion: The City Council approved an agreement with FGM on October 20, 2015 as FGM was the lowest responsive and responsible applicant received for the Invitation To Bid #13-10-001. The Bid was for landscape services over the course of one year with three (1) year extensions if approved by the City and the Contractor.

The agreement provided in Exhibit 1 will allow for automatic renewals through October 30, 2019 with no changes in service levels.

Budget Impact: Funding for the extension is included in the FY 2016-17 budget. Upon approval, requisitions in the amount of $26,945.00 for the Water and Wastewater Divisions and $58,630.00 for Parks & Recreation will be processed during the FY 2016-17 budget year.

<table>
<thead>
<tr>
<th>Account Number</th>
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<tr>
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<td>$7,814</td>
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<tr>
<td>Account Number 001-5721-534-00-00</td>
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<td>58,630</td>
</tr>
</tbody>
</table>

Strategic Impact: Providing high quality and aesthetically pleasing landscape services to the citizens of the City of Mount Dora.

Recommendation: City Council approve Resolution No. 2017-45.
Attachment:


Prepared by: Ley Vedder, Public Works & Utilities

Reviewed by: John Peters, Director of Public Works
Roy Hughes, Director of Parks and Recreation
John Bruce, Purchasing and Property Manager
Lonnie Groot, City Attorney
Mike Sheppard, Finance Director
AGREEMENT FOR CITYWIDE
LANDSCAPE MAINTENANCE SERVICES

This Contract is made as of the 21st day of October, 2015 by and between THE CITY OF MOUNT DORA, a Municipal Corporation, existing under the laws of the State of Florida, herein called the "CITY", and FLORIDA GREENSCAPES MANAGEMENT, INC., a corporation authorized to do business in the State of Florida, herein called the "CONTRACTOR", whose federal ID number is 47-2993248.

WHEREAS, the City of Mount Dora solicited proposals from qualified firms to provide Citywide Landscape Services, and

WHEREAS, at its meeting of October 20th, 2015, the CITY Council authorized the Purchasing Division to execute this Contract hereinafter referred to as "Contract # 15-10-001 and;

WHEREAS, the CONTRACTOR is willing and able to perform the work set forth in their Proposal for the compensation and on the terms hereinafter set forth.

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

ARTICLE 1 – SERVICES

The CONTRACTOR’S responsibility under this Contract is to provide Citywide Landscape Maintenance Services as more specifically set in the Scope of Services detailed in Exhibit “A” attached hereto and made part hereof.

The CITY’s Representative/Liaison during the performance of this Contract shall be as follows:

| Parks & Recreation Areas | Mr. Reggie Thomas, Parks Supervisor (352) 516-3660 |
| Water/Sewer Areas | Mr. Mark Rudowske, Plants Manager (352) 516-8271 |

ARTICLE 2 – TERM

The initial term is one (1) year, beginning on November 1st, 2015 and ending on October 30th, 2016, unless sooner terminated or later extended or renewed, in accordance with the other terms and conditions set forth herein. At the CITY’s sole option, the Term may be renewed for three (3) additional one (1) year increments, such option to be exercised on a year-to-year basis, in the absolute discretion of the CITY. In the event of an exercise of the option(s) to renew, the terms and conditions set forth herein, exclusive of the rights set forth in this specific subsection, shall apply equally to such renewed Term. The CITY may provide a minimum of ten (10) calendar days’ notice before the end of any effective Term, of its intent to renew the Term.

Reports responses, submittals, and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit A.
The CITY reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The CITY shall notify the CONTRACTOR in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the CITY and the CONTRACTOR are in mutual agreement of such extensions.

**ARTICLE 3 – CONTRACT PRICE**

CITY shall pay CONTRACTOR, for faithful performance of the Contract, in lawful money of the United States of America, and is subject to increase or reduction in services as provided for in the Contract Documents.

Contract prices shown in the SCHEDULE OF VALUES submitted by the CONTRACTOR to the CITY are firm for the first year of this agreement. Changes in contract prices may be made after the first year expires based on economic changes/conditions. Price increases are based upon the current CPI at renewal.

**ARTICLE 4 – PERFORMANCE OF WORK**

The CONTRACTOR shall perform the work as specified and at the times set forth in EXHIBIT “A”.

**ARTICLE 5 – PAYMENTS TO CONTRACTOR**

A. The total amount to be paid by the CITY under this Contract for all services and materials shall be priced using the pricing structure according to Exhibit “A”, Schedule of Professional Fees. Such payment shall be made within thirty (30) days from the last day of each respective month in which CONTRACTOR has performed the Services and issued an invoice to the CITY.

B. CONTRACTOR, as appropriate, shall invoice the CITY for the work performed under this Contract. Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the CITY’s Representative. If there is no objection to the invoice, the CITY shall pay the full invoice amount within thirty (30) days of the CITY’s receipt of the invoice. If there is a dispute as to the invoiced amount, the CITY shall notify the CONTRACTOR of the dispute within fifteen (15) days of the CITY’s receipt of the invoice. The CITY shall pay the CONTRACTOR the undisputed invoiced amount within thirty (30) days of its receipt of the invoice. The disputed amount of the invoice shall not be paid by the CITY until a resolution has been reached between the CITY and the CONTRACTOR as to the disputed portions of the invoice.

C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state “final invoice” on the CONTRACTOR’S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are waived by the CONTRACTOR.

Approval by the CITY shall not constitute nor be deemed a release of the responsibility and liability of the CONTRACTOR, his employees, sub-contractors, agents and Contractors for the accuracy and competency of their designs, working drawings, and specifications or other documents and works; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for a defect or omission in designs, working drawings, and specifications or other documents prepared by the CONTRACTOR, his employees, sub-contractors, agents and Contractors.
D. Appropriations: Payment under this Contract is subject to annual appropriations of the governing body. The CITY will immediately notify the CONTRACTOR to stop work if funds are not appropriated and will pay CONTRACTOR for all work performed up to the time of the stop work notice.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR’S most favored customer for the same or substantially similar service.

Said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates. The CITY shall exercise its rights under this Article 4 within one (1) year following the rendering of the final invoice. Said date shall be extended if the Contract is renewed.

ARTICLE 7 – TERMINATION

This Contract may be cancelled by the CONTRACTOR upon 90 days prior written notice to the CITY’s representative in the event of substantial failure by the CITY to perform in accordance with this Contract through no fault of the CONTRACTOR. The Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY’s satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

A. Stop work on the date to the extent specified.
B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
C. Transfer all work in process, completed work and other materials related to the terminated work to the CITY.
D. Continue and complete all parts of the work that have not been terminated.

Termination for Convenience: The CITY, by written notice, may terminate this Contract, in whole or in part, when it is in the CITY’s best interest. If this Contract is terminated, the CITY shall be liable only for the goods and services delivered and accepted. The CITY may provide the CONSULTANT thirty (30) days prior notice before said termination becomes effective. However, at the CITY’s prerogative, a termination for convenience may be effective immediately and may apply to release orders (if applicable) or to the Contract in whole.

ARTICLE 8 – PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.
All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and Local laws to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel must be made known to the CITY's representative and written approval must be granted by the CITY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel.

**ARTICLE 9 – SUBCONTRACTING**

The CITY reserves the right to accept the use of a sub-Contractor or to reject the selection of a particular sub-Contractor and to inspect all facilities of any sub-Contractors in order to make a determination as to the capability of the sub-Contractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONTRACTOR uses any sub-Contractors on this project the following provisions of this Article shall apply:

If a sub-Contractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-Contractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new sub-Contractor by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Contract as set forth in the Scope of Work.

The Contractor, its sub-Contractors, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the sub-Contractor for work to be performed for the City the Contractor must incorporate the terms of this Contract.

**ARTICLE 10 – FEDERAL AND STATE TAX**

The CITY is exempt from payment of Florida State Sales and Use Taxes.

The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

**ARTICLE 11 – INSURANCE**

A. The CONTRACTOR shall not commence work under this Contract until it has obtained all Insurance required under this paragraph and such insurance has been approved by the CITY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the CITY'S representative prior to the commencement of operations. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as
required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

C. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of $1,000,000 per occurrence.

D. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of $1,000,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

E. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive Automobile Liability insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

F. The CONTRACTOR shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

G. It shall be the responsibility of the CONTRACTOR to insure that all Subcontractors comply with the same insurance requirements referenced above.

H. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligation under this section or under any other section if this section or under any other section of the Contract.

I. CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the CITY shall suspend the Contract until such time as the new or renewed certificates are received by the CITY in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the CITY may at its sole discretion, terminate the Contract and seek repurchasing charges from the CONTRACTOR.

J. In the judgment of the CITY, prevailing conditions warrant the provision by CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the
amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONTRACTOR, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

K. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY of Lauderdale Lakes as “Additional Insured” and shall unequivocally provide 30 days written notice to the CITY prior to any adverse changes, cancellation or non-renewal of coverage thereunder.

ARTICLE 12 – INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, and other persons employed or utilized by CONTRACTOR in the performance of this Contract.

The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Contract shall represent the specific consideration for the CONTRACTOR's indemnification of the Owner. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The CONTRACTOR, without exemption, shall indemnify and hold harmless, the CITY, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option and expense, procure for the CITY the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the CONTRACTOR and receive reimbursement. If the CONTRACTOR used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

It is further the specific intent of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the “Specific Consideration” thereof.

ARTICLE 13 – SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above noted neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.
ARTICLE 14 – REMEDIES

This Contract shall be governed by the laws of the State of Florida. The venue of all actions in State or Federal Court relating to this Contract will be held in Lake County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No single or partial exercise by any part of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 15 – CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, in the CITY, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having such interest shall be employed in the performance hereof.

The CONTRACTOR shall promptly notify the CITY’s representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR’S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR undertakes and request an opinion of the CITY, whether or not such association, interest or circumstances will in the CITY’s opinion constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstances would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR may enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 16 – EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises as a result of a “Force Majeure.” Force Majeure shall mean any delay occasioned by superior or irresistible force occasioned by violence in nature without the interference of human agency such as hurricanes, tornados, flood and total loss caused by fire and other similar unavoidable casualties, changes in federal, state or local laws, ordinances, codes or regulations, enacted after the date of this Agreement and having a substantial impact on the project, or other causes beyond the CONTRACTOR’s or by any other such causes which the CONTRACTOR and the CITY Commission decide in writing justify the delay. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure.

ARTICLE 17 – PLEDGE OF CREDIT, ARREARS

The CONTRACTOR shall not pledge the CITY’s credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.
ARTICLE 18 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials, in both hard copy and electronic mail, prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party directly or indirectly, without the CITY's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, database, reports and other data developed or purchased under this Contract or at the CITY's expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONTRACTOR shall comply with provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, contracts, representations and warranties made herein, or otherwise made in writing by any party hereto including but not limited to representation herein related to the disclosure or ownership of documents, shall survive this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 19 – INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR and all employees and/or agents of the CONTRACTOR are, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this Agreement. The CONTRACTOR shall be responsible to the CITY for all work or services performed by the Contractor or any person or entity on the CONTRACTOR's behalf, in fulfillment of this Contract.

ARTICLE 20 – CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than it's bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon resulting from the Award or making of this Contract.

ARTICLE 21 – ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract.
CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

ARTICLE 22 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 23 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 24 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's representative on an annual basis.

ARTICLE 25 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 26 - ENTIRETY OF CONTRACTUAL CONTENT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

ARTICLE 27 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY's notification of a contemplated change, the CONTRACTOR shall, in writing:

1. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change.
2. Notify the CITY of any estimated change in the completion date.
3. Advise the CITY if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY's decision to proceed with the change. If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written Amendment is signed by the authorized representative for the CITY.

ARTICLE 28 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Mount Dora Parks Division
Attn: Mr. Reggie Thomas
Parks Supervisor
900 North Donnelly Street
Mount Dora, Florida 32757
Cell Phone: (352) 516-3660
Fax Number: (352) 735-0083
E-Mail: thomasr@cityofmountdora.com

City of Mount Dora Water/Sewer Division
Attn: Mr. Mark Rudowske, Plants Manager
1250 North Highland Street
Mount Dora, Florida 32757
Cell Phone: (352) 516-8271
Fax Number: (352) 735-1539
E-Mail: rudowskem@cityofmountdora.com

If sent to the CONTRACTOR, shall be mailed to:

Florida Greenscapes Management, Inc.

ATTN: Mr. Chris Reed

PO Box 1191

Ocoee, Florida 34761

ARTICLE 29 – CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.
ARTICLE 30 - JOINT PREPARATION

The preparation of this Contract has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Contract be construed liberally to achieve its intent.

ARTICLE 31 - WAIVER:

No waiver by the CITY of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other provision or the enforcement thereof. CITY's consent to or approval of any act by Contractor requiring consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent to or approval of any subsequent act by Contractor requiring consent or approval, whether or not similar to the act so consented or approved.

ARTICLE 32 - COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Contract.

ARTICLE 33 - EXHIBITS ARE EXCLUSIONARY

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

ARTICLE 34 - CONTRACT DOCUMENTS

The Contract documents are as follows: Request for Proposal, Contract, Exhibits, Addenda, All Representations, and Warranties, to make this Contract.

ARTICLE 35 - ASSIGNMENTS

The awarded bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City. Assignment without prior consent of the City may result in termination of the contract for default.

ARTICLE 36 - PUBLIC RECORDS

The City is subject to Chapter 119, Florida Statutes, the "Public Records Law." Contractor acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to City's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosures under applicable law. More specifically, the Contractor shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
B. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

E. Provide all records stored electronically to the City in a format that is compatible with the information technology systems of the City.

If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the Contract. No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the Contractor, only the exemption claimed.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain property of the City. In the event of termination of this Contract by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Clerk, at no cost to the City, within seven (7) days of termination of this Contract. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and except from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following date:

THIS CONTRACT IS EXECUTED BY BOTH PARTIES on this _____ day of ______, 2015

CONTRACTOR:  CITY OF MOUNT DORA:

CONTRACTOR SIGNATURE  MAYOR SIGNATURE

PRINTED NAME  MAYOR PRINTED NAME

TITLE  CITY WITNESS TO SIGNATURE

CONTRACTOR WITNESS SIGNATURE  CITY WITNESS TO SIGNATURE
EXHIBIT "A"

CONTRACTOR
BID
SUBMITTAL
INVITATION TO BID

CITY OF MOUNT DORA, FLORIDA

Sealed Bids for furnishing all labor, materials and equipment for the following project will be received at the Purchasing Division, City of Mount Dora, 1250 North Highland Street, Mount Dora Florida 32757, until 2:00 p.m. local time, on September 2, 2015, at which time all bids shall be publicly opened and read aloud.

BID NUMBER: 15-10-001

LANDSCAPE MAINTENANCE SERVICES FOR VARIOUS CITY PROPERTIES

DESCRIPTION: The City of Mount Dora is seeking to establish a contract for Landscape Maintenance Services as described in the Technical Specifications. The Work consists of furnishing all labor, machines, equipment, tools, materials, service and supervision necessary to perform and maintain the City areas in a neat, clean and orderly condition. All labor and materials must be in compliance with all local, state and federal laws, rules and regulations, including OSHA and similar safety standards.

All work performed shall be in accordance with the solicitation pertaining thereto, which may be obtained by contacting http://www.DemandStar.com. Vendors who obtain solicitation documents from other sources than DemandStar.com or the City’s website are cautioned that the solicitation package may be incomplete. The solicitation can also be found on our City’s website http://www.cityofmountdora.com.

A MANDATORY Pre-Bid conference and site inspections will be held at the City of Mount Dora Public Services Complex, Conference Room located at 1250 North Highland Street, Mount Dora, Florida, 32757 at 10:00 AM local time on August 11th, 2015. All bidders need to be present at this meeting in order to submit a bid.

BIDDERs shall submit ONE (1) MARKED ORIGINAL, THREE (3) COPIES AND ONE ELECTRONIC COPY (i.e. CD, DVD or thumb drive) OF THE COMPLETED BID PACKAGE in a sealed envelope. The Project Name, Bid Number, and time and date of the Bid opening shall be clearly marked on the outside of the sealed envelope. Facsimile responses will not be accepted.

A BIDDER may not withdraw its Bid response for a period of ninety (90) calendar days after the day set for the opening of Bids.

The City of Mount Dora, Florida, reserves the right to reject any and all Bids, waive informalities, re-advertise and award the Contract in its best interest.


NAME OF BIDDER: FLORIDA GREENSCAPES MGMT, INC.
SECTION 3
SUBMITTAL QUESTIONNAIRE

Contractor shall complete the following questionnaire and attach to the bid proposal page. Failure to properly complete and return the questionnaire will be cause for disqualification.

1. Company Name: FLORIDA GREENSCAPES MGMT, INC.
2. Address: P.O. Box 1191
   OCONEE, SC 29671

3. Location of Maintenance Facility:

4. Telephone: 404-383-4828 Fax:

5. Owner: Chris Reed

6. Number of Years in Business under the current company name: 1

7. Are there any pending lawsuits, criminal violations and/or convictions against the above named company? NO

   If yes, please explain.

   N/A

8. Please provide a minimum list of five (5) references of current or prior contracts.

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Address</th>
<th>Contact Person</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. McDonalds</td>
<td>10 STORES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1711 35th STREET STE 108</td>
<td></td>
<td>KATHY CHRIST OWNER</td>
<td>401-728-0961</td>
</tr>
<tr>
<td>SEE ATTACHED ORANNO, SC 29839</td>
<td></td>
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</tbody>
</table>

Page 26 of 47
10. How many full time employees do you currently have? 5

11. How many part time employees do you currently have? 1
Affordable Lawn Care By **Reed Landscape & Lawn Care**

397 Enterprise St Unit a, OCOEE FL 34761
407-383-4828

Company Experience

Reed Landscaping & Lawn Care, Inc is owned and Managed by Chris Reed Sr. The company has over 15 years experience. We have over 15 years of experience with Landscape Installation, Residential Right of Way Mowing, Pond Mowing, and Parks etc. We have the staff and resources to service contracts satisfactory.

Chris Reed is the Supervisor and authorized to make representations, his address is 397 Enterprise St. Unit A. Telephone #407-383-4828. The current company name was Incorporated 10/07/2003 in the State of Florida as a S Corporation. The company EIN number is 45-0524987.

**NEW COMPANY ESTABLISHED 2015 - SAME OWNER.**

Experience and Current Workload

1. **City of Orlando – Annual Agreement for grounds maintenance services at Iron Bridge Contract #B109-2577 Over 100 acres**
   - Gilbert Vasquez 407-716-7020
   - 601 Iron Bridge Circle, Oviedo, Fl
   - Contract Amount $69,970.00
   - Term Oct 2009 - current
   - Gilbert.Vazquez@cityoforlando.net

2. **Osceola County – Mowing and Maintenance of County Parks- Contract #A/R -08-541-LM**
   - Robert Armentano
   - Phone 407-908-1860
   - Fax 407-742-0901
   - rarm@osceola.org
   - 3840 Old Canoe Creek Road
   - St Cloud, Florida 34769
   - Term June -2008 to Aug-2010
3. City of Orlando – Agreement for Various Parks and Right of Way Mowing Contract #BI07-2313
   Michael Tatum – Phone 407-246-2283 office cell 407-919-9604
   Fax 407-246-2702
   1206 W. Columbia Street
   Orlando, Fl 32805
   Contract amount $189,660
   Term July 2007 – October 2010
   michael.tatum@cityoforlando.net

4. City of Orlando – Annual Agreement for Landscape maintenance at the Centroplex – Lake Dot, Amway arena, Bob Carr, Citrus Bowl
   Contract#B104-1899
   Contract BI07-2320
   Michael Thompson – 407-440-7007
   600 Amelia St
   Orlando, Fl
   Contract amount $106,000
   Term July 2005- October 2009
   Michael.Thompson@Cityoforlando.net

5. Orange County Public Schools- High Schools
   Contract #1103081 ITB Mowing Services
   Dale Seale 407-317-3700 ext. 5309
   Fax 407-317-3706
   6501 Magic Way Bldg 300
   Orlando, Fl 32809
   Contract Amount $83,923.00
   Term June 2011- June 2012
   Dale.seale@ocps.net

   Contract# IFB10-0363
   Don Price -407-403-4727 cell
   1603 Greenwood St Orlando, Fl 32801
   phone (407) 246-2616
   fax (407) 228-1808
   Contract Amount $309,028.56
   Term May 2011 – April 2014
   don.price@cityoforlando.net
3. City of Orlando - Agreement for Various Parks and Right of Way Mowing Contract #B107-2313
Michael Tatum - Phone 407-246-2283 office cell 407-919-9604
Fax 407-246-2702
1206 W. Columbia Street
Orlando, FL 32805
Contract amount $189,660
Term July 2007 - October 2010
michael.tatum@cityoforlando.net

Contract#B104-1899
Contract B107-2320
Michael Thompson - 407-440-7007
600 Amelia St
Orlando, Fl
Contract amount $106,000
Term July 2005 - October 2009
Michael.Thompson@Cityoforlando.net

5. Orange County Public Schools - High Schools
Contract #1103081 ITB Mowing Services
Dale Seale 407-317-3700 ext. 5309
Fax 407-317-3706
6501 Magic Way Bldg 300
Orlando, Fl 32809
Contract Amount $83,923.00
Term June 2011 - June 2012
Dale.seale@ocps.net

6. City of Orlando - Ground Maintenance of Greenwood Cemetery And Urban Wetlands
Contract# IFB10-0363
Don Price - 407-403-4727 cell
1603 Greenwood St Orlando, FL 32801
phone (407) 246-2616
fax (407) 228-1808
Contract Amount $309,028.56
Term May 2011 - April 2014
don.price@cityoforlando.net
Please list all equipment currently owned. (Attach a separate sheet if necessary.)

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Manufacturer</th>
<th>Model</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ATACHED</td>
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</table>

The Bidder attests that a visual inspection has been made of all sites that he/she is bidding on and is fully aware of all the conditions on said properties. Failure to make a visual inspection may be cause for disqualification.

I hereby state that I have made a visual inspection of all sites that I am bidding upon.

CONTRACTOR SIGNATURE:  

(Authorized Signature)

CONTRACTOR PRINTED NAME:  

(Print Name)
Affordable Lawn Care By **Reed Landscape & Lawn Care**

### Equipment List

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Batwing - LEASED</td>
<td>good</td>
</tr>
<tr>
<td>Motorized spray tank</td>
<td>good</td>
</tr>
<tr>
<td>5 72&quot; Exmark z turn</td>
<td>good</td>
</tr>
<tr>
<td>1 52 Exmark</td>
<td>good</td>
</tr>
<tr>
<td>1 48 Scags Walk Behind</td>
<td>good</td>
</tr>
<tr>
<td>1 Toro 44&quot; Z turn</td>
<td>good</td>
</tr>
<tr>
<td>1 48 Lesco &quot;Walk behind&quot;</td>
<td>good</td>
</tr>
<tr>
<td>10 Stihl trimmers</td>
<td>good</td>
</tr>
<tr>
<td>20 Stihl blowers</td>
<td>good</td>
</tr>
<tr>
<td>20 Stihl weed wackers</td>
<td>good</td>
</tr>
<tr>
<td>20 Stihl Edgers FS90</td>
<td>good</td>
</tr>
<tr>
<td>5 Ford F250/F350 Trucks</td>
<td>good</td>
</tr>
<tr>
<td>4 Trailers</td>
<td>good</td>
</tr>
<tr>
<td>1 Portable water container 100gal</td>
<td>good</td>
</tr>
<tr>
<td>5 Herbicide Sprayers</td>
<td>good</td>
</tr>
<tr>
<td>10 Stihl Pole Saw</td>
<td>good</td>
</tr>
</tbody>
</table>

Any deficient equipment will be purchased before awarded.

**FLORIDA GREENSCAPES MGMT, INC**

**REED LANDSCAPING & LAWN CARE HAS OWNERSHIP OF ALL EQUIPMENT**
SECTION 4
BID FORM

Submit One (1) Original + three (3) copies and One (1) electronic copy of this form to City of Mount Dora, Attn: Purchasing Division, 1250 North Highland Street, Mount Dora, FL 32757).

SUBMITTED BY: FLORIDA GREENSCAPES MGMT INC
BIDDER COMPANY NAME
DATE

The City of Mount Dora is seeking the services of a qualified Contractor to provide Landscape Maintenance Services to include additional services.

In order to be considered for this project, the BIDDER must have successfully completed a minimum of three (3) projects of similar scope over the past three (3) years, in the State of Florida, and must be able to document the required experience.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the CITY to perform and furnish all WORK, equipment and materials as specified herein for the Contract Price and within the Contract Period indicated in this Bid.

2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the CITY within fifteen (15) days after the date of CITY'S Notice of Tentative Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that
   a. BIDDER has examined the Bid Documents, including the following addenda:

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>08-03-15</td>
</tr>
<tr>
<td>2</td>
<td>08-12-15</td>
</tr>
</tbody>
</table>

   b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.
   c. BIDDER has given the CITY written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the CITY is acceptable to BIDDER.
   d. BIDDER'S Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any Contract or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly.
   e. induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over the CITY.

4. BIDDER proposes to furnish the Work in conformity with the specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified to be correct. The Bid Prices are fixed and firm for the term of the contract and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.
5. The CITY reserves the right to reject any bid, if it deems that a vendor has deliberately provided erroneous information. The undersigned declare to have specific and legal authorization to obligate their firm to the terms of this bid, and further, that they have examined the Invitation to Bid, the instructions to BIDDERS, the Specifications, and other documents included in this bid request, and hereby promises and agrees that, if this bid is accepted, they will faithfully fulfill the terms of this bid together with all guarantees and warranties thereto. The undersigned bidding firm further certifies the product and/or equipment meets or exceeds the specification as stated in the bid package; and also agrees that products and/or equipment to be delivered which fail to meet bid specifications will be rejected by the CITY within thirty (30) days of delivery. Return of rejection will be at the expense of the BIDDER.

6. It is the intent of the CITY to award this bid to the lowest responsible responsive BIDDER, on a LUMP SUM basis. Pricing shall be submitted for all locations and items within each group to be considered responsive. The CITY reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the CITY of Mount Dora.

7. BIDDER agrees that the contract shall be in effect for a two (2) year period with two (2) one-year options to renew.

8. AUTHORIZED REPRESENTATIVE WHO HAS THE ABILITY TO BIND THE COMPANY:

   COMPANY NAME: Florida Greenscapes Mgmt
   PRINTED NAME: Chris Reed
   SIGNATURE: [Signature]
   BUSINESS ADDRESS: 281 HighBrooke Blvd
   CITY, STATE & ZIP: OCNELLI, FL 34761
   BUSINESS PHONE: 407-383-4128
   FAX NUMBER: [Fax Number]
   CONTACT E-MAIL: FloridaGreenScapes@yahoo.com
   FEDERAL ID NUMBER: [Federal ID Number]

   PRICE FOR PARKS WORKSHEET A
   PRICE FOR WATER/SEWER WORKSHEET B
   TOTAL LUMP SUM BID AMOUNT FOR ALL PROPERTIES = $3,515.00

   PRICE FOR PARKS WORKSHEET A = $2,065
   PRICE FOR WATER/SEWER WORKSHEET B = $1,875 OR $1,450.00
   TOTAL LUMP SUM BID AMOUNT FOR ALL PROPERTIES = $3,515.00
## SECTION 5
### SCHEDULE OF VALUES WORKSHEET A
#### PARKS PROPERTIES

**ITB# 15-10-001**

<table>
<thead>
<tr>
<th>SITE</th>
<th>CYCLE</th>
<th>CLASS OF SERVICE</th>
<th>COST PER CYCLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BLAIR PARK</td>
<td>WEEKLY</td>
<td>C</td>
<td>20.00</td>
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<tr>
<td>CAULEY LOTT PARK</td>
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<td>C</td>
<td>40.00</td>
</tr>
<tr>
<td>CHARLES STREET PARK</td>
<td>BI-WEEKLY IN GROWING SEASON, MONTHLY OUT OF SEASON</td>
<td>C</td>
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</tr>
<tr>
<td>CHAUTAUQUA PARK</td>
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<tr>
<td>CITY HALL</td>
<td>WEEKLY</td>
<td>A</td>
<td>250.00</td>
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<td>CIRCLE K</td>
<td>WEEKLY</td>
<td>C</td>
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<tr>
<td>LIBRARY</td>
<td>WEEKLY</td>
<td>C</td>
<td>150.00</td>
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<tr>
<td>PINECREST PARK</td>
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<td>20.00</td>
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<tr>
<td>PUBLIC SAFETY BUILDING</td>
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<td>250.00</td>
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<td>STEIN PARK</td>
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</tr>
<tr>
<td>Location</td>
<td>Frequency</td>
<td>Grade</td>
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<td>LINCOLN AVENUE WEST</td>
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<td>$20.00</td>
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<tr>
<td>CITY HALL ANNEX</td>
<td>Weekly</td>
<td>C</td>
<td>$40.00</td>
</tr>
<tr>
<td>PALM ISLAND/SIMPSON COVE</td>
<td>Weekly</td>
<td>C</td>
<td>$100.00</td>
</tr>
<tr>
<td>9th AVENUE NATURE PARK</td>
<td>Weekly</td>
<td>C</td>
<td>$75.00</td>
</tr>
<tr>
<td>FIRE STATION #2</td>
<td>Weekly</td>
<td>C</td>
<td>$70.00</td>
</tr>
<tr>
<td>GRANDVIEW AVE R.O.W. (From Lincoln to Grant) Both Sides</td>
<td>Weekly</td>
<td>C</td>
<td>$40.00</td>
</tr>
<tr>
<td>COMMUNITY BUILDING</td>
<td>Weekly</td>
<td>C</td>
<td>$40.00</td>
</tr>
<tr>
<td>TREMAIN &amp; 9th AVE</td>
<td>Weekly</td>
<td>C</td>
<td>$25.00</td>
</tr>
<tr>
<td>UNITY HOUSE</td>
<td>Weekly</td>
<td>C</td>
<td>$40.00</td>
</tr>
<tr>
<td>EVANS PARK (Top &amp; Bottom)</td>
<td>Weekly</td>
<td>C</td>
<td>$25.00</td>
</tr>
<tr>
<td>PUBLIC SERVICES COMPLEX (Outside Area)</td>
<td>Weekly</td>
<td>C</td>
<td>$35.00</td>
</tr>
<tr>
<td><strong>TOTAL COSTS FOR PARKS PROPERTIES A</strong></td>
<td></td>
<td></td>
<td>$2,065</td>
</tr>
</tbody>
</table>
### SECTION 6
SCHEDULE OF VALUES WORKSHEET B
WATER/SEWER PROPERTIES

**ITB# 15-10-001**

<table>
<thead>
<tr>
<th>SITE</th>
<th>CYCLE</th>
<th>CLASS OF SERVICE</th>
<th>COST PER CYCLE</th>
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<tr>
<td>WWTP #2</td>
<td>WEEKLY</td>
<td>C</td>
<td>$300.00</td>
</tr>
<tr>
<td>SPRAYFIELD</td>
<td>MONTHLY</td>
<td>C</td>
<td>$125.00</td>
</tr>
<tr>
<td>WTP #1</td>
<td>WEEKLY</td>
<td>C</td>
<td>$25.00</td>
</tr>
<tr>
<td>WTP #2 (Inside &amp; Outside)</td>
<td>WEEKLY</td>
<td>C</td>
<td>$250.00</td>
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<td>WWTP #1</td>
<td>WEEKLY</td>
<td>C</td>
<td>$275.00</td>
</tr>
<tr>
<td>PERC PONDS</td>
<td>MONTHLY</td>
<td>C</td>
<td>$400.00</td>
</tr>
<tr>
<td>DORA PINES</td>
<td>WEEKLY</td>
<td>C</td>
<td>$40.00</td>
</tr>
<tr>
<td>WATER TOWER</td>
<td>MONTHLY</td>
<td>C</td>
<td>$35.00</td>
</tr>
</tbody>
</table>

**TOTALS COSTS FOR WATER/SEWER PROPERTIES B**

$1,450
SECTION 7
NON-COLLUSION AFFIDAVIT FORM

This affidavit is to be filled in and executed by the bid submitter. If the bid is made by a Corporation, then by its Chief Officer or fully authorized agent. This document must be included in the submission for this bid.

STATE OF FLORIDA
COUNTY OF ORANGE

Being first duly sworn, deposes and says that Chris Reed
residing at 281 HIGHBROOK BIVD and
residing at and
residing at (is/are)

The only person(s) with (her/him/them) in the delivery of the product bid upon under these specifications; that the said bid is made without any connection or common interest in the profits with any other persons making any bid for the said work; that the said contract is on (her/his/their) part in all respects fair and without collusion or fraud; and also that no Council Member, Department Head or other City employee is directly or indirectly interested therein.

Mary Reed
Submitter's Authorized Signature

Subscribed and sworn to before me this 1st day of September 2015.

____________________________________ Person signing is personally known to me.

X Person signing was identified by a legal picture identification source,

FLORIDA DRIVER'S LICENSE R 300-585 67-598-0

(Description)

Notary Signature & Seal: 

CONNIE JEAN KLINE
Notary Public - State of Florida
My Comm. Expires Mar 20, 2019
Commission # FF 104685
SECTION 8
DRUG-FREE WORK PLACE FORM

Preference shall be given to business with drug-free workplace programs. 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 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. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

[Name of Business] Does:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business’ policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employee’s that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendre to, any violation of chapter 893 or of any controlled substance law of the United States, or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

[Signature] 00-10-15

BIDDER'S SIGNATURE DATE
ADDENDUM NUMBER 1
August 3, 2015

CITY OF MOUNT DORA

ITB# 15-10-001

LANDSCAPE SERVICES FOR VARIOUS CITY PROPERTIES

From

John A. Bruce – Purchasing & Property Manager

TO ALL BIDDERS – THE FOLLOWING ITEM IS MADE AND HEREBY BECOME A PART OF THE BIDDING AND CONTRACT DOCUMENTS FOR THE CITY OF MOUNT DORA’S INVITATION TO BID (ITB# 15-10-001). THIS ADDENDUM CONSISTS OF ONE (1) PAGE.

BID QUESTIONS

Question #1: Who is the current contractor?

ANSWER: The Current Landscape Contractor for the City is P & L Landscaping of Orlando, Florida.

Question #2: What is the Budget for the Landscape Services work?

ANSWER: The FY 2015 budget for Landscape Services, including Parks and also Water/Sewer plants is approximately $100,000.00.

Question #3: Where can I review the current Landscape Services contract?

ANSWER: The current contract can be e-mailed to any prospective bidder by special request to the City’s Purchasing Manager via e-mail at brucej@cityofmountdora.com. The current Contract will not be part of any Addendum to this Bid.

Question #4: Would you confirm if there is a Performance / Bid Bond required for this Bid/Proposal?

ANSWER: There is no bonding requirement for this Invitation to Bid.

THIS ENDS ADDENDUM #1
ADDENDUM NUMBER 2
August 12, 2015

CITY OF MOUNT DORA

ITB# 15-10-001

LANDSCAPE SERVICES FOR VARIOUS CITY PROPERTIES

From
John A. Bruce – Purchasing & Property Manager

TO ALL BIDDERS – THE FOLLOWING ITEM IS MADE AND HEREBY BECOME A PART OF THE BIDDING AND CONTRACT DOCUMENTS FOR THE CITY OF MOUNT DORA'S INVITATION TO BID (ITB# 15-10-001). THIS ADDENDUM CONSISTS OF TWO (2) PAGES.

GENERAL INFORMATION REQUESTS

The Water/Sewer property listing is attached to this Addendum. For inspection of the properties, please call Mr. Mark Rudowske at 352.516.8271 to make an appointment.

Here are the addresses associated with the Water/Sewer Properties:

<table>
<thead>
<tr>
<th>SITE</th>
<th>CLASS OF SERVICE</th>
<th>PROPERTY ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>WWTP #2</td>
<td>CLASS &quot;C&quot;</td>
<td>1850 Hwy 46 Mount Dora, Fl 32757</td>
</tr>
<tr>
<td>SPRAY FIELD</td>
<td>CLASS &quot;C&quot;</td>
<td>2123 Eustis Street Mount Dora, Fl 32757</td>
</tr>
<tr>
<td>WTP #2</td>
<td>CLASS &quot;C&quot;</td>
<td>1600 Niles Road Mount Dora, Fl 32757</td>
</tr>
<tr>
<td>DORA PINES</td>
<td>CLASS &quot;C&quot;</td>
<td>1851 Stacy Drive Mount Dora, Fl 32757</td>
</tr>
</tbody>
</table>
There are no maps available for these properties but any prospective bidder might be able to obtain this from Lake County GIS data.

On page 20 of the Bid Document under Item #2 and also on page 24 under Item #2 remove any reference to trimming palm trees. The Contractor will **NOT** be responsible for trimming/pruning any palm trees. However, fertilizing the palm trees will be the Contractor’s responsibility.

If you need to contact a Parks Representative for viewing of their properties, please contact either of the following:

**Reggie Thomas, Parks Supervisor**
900 North Donnelly Street
Mount Dora, Florida 32757
Office: 352.735.7183
Cell: 352.516.3660

**Ross Bushman, Parks Foreman**
900 North Donnelly Street
Mount Dora, Florida 32757
Office: 352.735.7183
Cell: 352.516.3697

**THIS ENDS ADDENDUM #2**
RESOLUTION NO. 2017- 45

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING THE Extension AND AMENDMENT OF THE AGREEMENT WITH FLORIDA GREENSCAPES MANAGEMENT, INC. (FGM) FOR CITYWIDE LANDSCAPE SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Mount Dora has determined it is essential that City facilities and parks landscaping need to be maintained in a high quality manner to benefit the citizens of the City, and

WHEREAS, mowing services are seasonal in nature and are best performed by contract landscaping company, and

WHEREAS, the City of Mount Dora desires to extend the contract previously advertised and awarded by the to Florida Greenscapes Management, Inc. (FGM), on October 20, 2015, and

WHEREAS, Florida Greenscapes Management, Inc. was the lowest responsive and responsible applicant received for the Invitation To Bid #13-10-001 resulting in an agreement with the City, and

WHEREAS, a change to future services is needed in order to address an increase in the mowing cycle at the water tower from monthly to bi-weekly, and

WHEREAS, the agreement was to expire October 30, 2016, as per Exhibit 1, but the date will now extend to October 30, 2019 and the said action being nunc pro tunc to the date the agreement was to expire.

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

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution.

SECTION 2. Approval of Agreements. The City Council of the City of Mount Dora hereby approves the contract with Florida Greenscapes Management, Inc. for servicing various parks and facilities’ landscape maintenance services for $85,575.00 for remaining of fiscal year and authorizes the Mayor to execute the agreement and otherwise approves the revision and extension of the current agreement as set forth in the document presented to the City Council for approval.
SECTION 3. Implementing Actions. 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.

SECTION 4. Savings Provision. All prior actions of the City of Mount Dora pertaining to the agreement with Florida Greenscapes Management, Inc., as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney may be corrected.

SECTION 6. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any section or 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 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 4th day of April, A.D., 2017.

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

ATTEST:

__________________________________
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

Lonnie N. Groot, City Attorney

Resolution No. 2017-45
Page 2
Extension and Amendment of Agreement with Florida Greenscapes Management Inc. (Landscape Services)

This Extension and Amendment of Agreement (hereinafter referred to as the “Extension And Amendment ”) is made and entered into on this ___ day of April, 2017, nunc pro tunc to November 1, 2016, and is to that certain “Agreement For Citywide Landscape Maintenance Services” made and entered into on the 21st day of October, 2016 (the Agreement), which was effective as of November 1, 2016, between the City of Mount Dora, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the “City”), whose address is 510 North Baker Street, Mount Dora, Florida 32757, and Florida Greenscapes Management Inc., a Florida corporate entity, authorized to do business in the State of Florida, whose principal and local address is 397 Enterprise Street, Ocoee, Florida 34761 (hereinafter referred to as the “Vendor”).

WITNESSETH:

Whereas, the City and the Vendor entered into the above-referenced Agreement as shown in Exhibit “A” as stated above; and

Whereas, the Agreement, in Article 26, and the essential requirements of contract law provide that any extensions and renewals to agreements shall be expressed in writing and duly executed by the parties; and

Whereas, the Agreement, in Article 27, provides for the modification of services from time-to-time with costs remaining the same as shown in Exhibit “B”; and

Whereas, the parties desire to extend the term of the as set forth herein;
and

Whereas, the parties desire to modify the provisions of services as set forth herein; and

Whereas, the parties also desire to modify the provisions of the Agreement relating to public records as set forth herein.

Now, therefore, in consideration of the mutual understandings and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to extend the Agreement as follows:

Section 1. Recitals. The above stated recitals (whereas clauses) to this Extension and Amendment are hereby adopted and form a material part of this Extension and Amendment and the consideration hereof upon which the parties have relied.

Section 2. Extension. The term of the Agreement, which was to expire on October 30, 2016, in accordance with the provisions of Article 2 of the Agreement, is extended, _nun pro tunc_ to November 1, 2016, and such that the Agreement will now terminate on October 30, 2019 and the Agreement is hereby extended to that date.

Section 3. Change in Services; Water Tower. Notwithstanding anything to the contrary in the Agreement, the parties agree that the number of cycles to be performed at the Water Tower site shall be 26 in lieu of 12 (Exhibit “C”).

Section 4. Public Records. Notwithstanding anything to the contrary in
the Agreement, the parties agree that the following provisions relating to public records shall apply:

(a). The Vendor shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All-time records and cost data shall be maintained in accordance with generally accepted accounting principles. Upon termination of this Agreement, the Vendor shall deliver all records, data, memoranda, models, and equipment of any nature that are in the Vendor's possession, under the Vendor's control and that are the City's property, or relate to the City's business.

(b). The Vendor shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance goods and/or services under this Agreement and date of final payment for said goods and/or services, or date of termination of this Agreement.

(c). The City may perform, or cause to have performed, an audit of the records of the Vendor before or after final payment to support final payment issued hereunder. This audit shall be performed at a time mutually agreeable to the Vendor and the City subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the Vendor may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the Vendor. Conduct of this audit shall not delay final payment as required by
(d). In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or a county or municipality with jurisdiction or any representatives, shall have access to any books, documents, papers, and records of the Vendor which are directly pertinent to goods and/or services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions. In every respect, the Vendor shall ensure compliance with any applicable requirements of governmental agencies including, but not limited to, their pre-audit and post-audit requirements.

(e). In the event of any audit or inspection conducted reveals any overpayment by the City under the terms of the Agreement, the Vendor shall refund such overpayment to the City within 30 days of notice by the City of the request for the refund.

(f). The Vendor agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the Vendor must:

   (1). Keep and maintain public records required by the City to perform the service.

   (2). Upon request from the City's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed
the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(3). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the City.

(4). Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.

(5). If the Vendor does not comply with a public records request, the CITY shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

(6). A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested
records, the City shall immediately notify the Vendor of the request, and the Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the Vendor to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The Vendor shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the City with a copy of the Vendor’s response to each such request.

(g). The Vendor agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

(h).

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S (VENDOR’S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 735-7126, GWEN KEOUGH-JOHNS, MMC, CITY CLERK, CITY OF MOUNT DORA, CITY HALL, 510 N. BAKER ST. MOUNT DORA, FL 32757, JOHNSG@CI.MOUNT-DORA.FL.US.

Section 5. Effect of Extension and Amendment. Except as specifically stated herein in this Extension and Amendment, all terms and conditions of the Agreement shall remain in full force and effect as originally set forth in said Agreement.
In Witness Whereof, the parties hereto have executed this instrument for the purposes herein expressed.

ATTEST: FLORIDA GREENSCAPES MANAGEMENT INC.

_________________________     Jay C. Reed, Sr.
Witness Signature     Sole Corporate Officer

_________________________
Printed Name

ATTEST: CITY OF MOUNT DORA

_________________________
Gwen Johns, City Clerk     Nick Girone, Mayor

Approved as to Form and Legality:

_________________________
Lonnie N. Groot, City Attorney
DATE: April 4, 2017
TO: Honorable Mayor and City Council
FROM: Robin R. Hayes, City Manager
SUBJECT: Resolution No. 2017-46, Food for Fines

Introduction:

This is a request for City Council to approve Resolution No. 2017-46, to allow for Library Services holding 2 annual food donation drives (the “Food for Fines” program) during the following periods:

- Week of Thanksgiving through the end of December
- Spring – usually in May.

The City’s “Food for Fines” program allows for donation of food, cleaning, personal hygiene, etc. to reduce some existing fines for our library patrons. Also, of course, the program provides a benefit to those in need who benefit from the donated goods.

Discussion:

The City’s Library has conducted a holiday (November/December) program since 1999. In a Food for Fines program, the library patron may “pay” for their fines by donating canned foods, cleaning supplies, pet foods, paper goods, baby products, or personal hygiene products. The Library will, in turn, donate these goods to the Lake Cares Food Pantry. This benefits both the Library and the community. The Library is benefitted as library materials are returned while good public relations is generated For the community, donated items help needy citizens meet their day-to-day needs.

The Lake County Library System has started a Food for Fines program to be held annually in May to help out local aid organizations and children and families. Local aid organizations report that summer is a critical time for food donations since families with children need food more than ever when school is out and free lunch programs may not be available. Local food pantries often run out of supplies to distribute during the summer.

The following is a list of criteria used in both food drives:
This program would not apply to library items that are lost, damaged or have been sent to a collection agency.

Each unopened, unexpired food item with a printed expiration date would equate to $1 forgiven for library overdue fines.

The item(s) with the fine must be returned or renewed for the fines to be forgiven.

**Budget Impact:**

During the holiday program time period, City staff estimates a waiver of up to $500.00 in fines while the summer program estimate would be a $300.00 estimated waiver total.

**Strategic Impact:**

This program is consistent with the Fiscal goal outlined in the Strategic Plan by providing donations to both local aid organizations and children and families.

**Recommendation:**

City Council approve Resolution No. 2017-46.

Prepared by: Stephanie Haimes, Library Director
Reviewed by: Mike Sheppard, Finance Director
RESOLUTION NO. 2017-46

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PROVIDING FOR TWO FOOD FOR FINES DRIVES ANNUALLY AT W.T. BLAND PUBLIC LIBRARY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND PROVIDING FOR SCRIVENER’S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, W.T. Bland Public Library hosts one Food for Fines donation drive each year and would like to increase the donation drive to two times each year; and

WHEREAS, the program, if approved, would be implemented in May and again beginning the week of Thanksgiving and ending December 31st, and

WHEREAS, the annual Food for Fines program has been successful in allowing for donations of food, cleaning, personal hygiene products, etc. for those in need; and

WHEREAS, the allowance of donations in lieu of Library fines helps library patrons by reducing some of their existing fines and helps those on the receiving end of the donation program,

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

SECTION 1. Legislative Findings and Intent. The City Council of the City of Mount Dora has complied with all requirements and procedures of Florida Law in processing this Resolution.

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

SECTION 3. 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 4th day of April 2017.

NICK GIRONE
MAYOR of the City of Mount Dora, Florida

ATTEST:

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

Lonnie N. Groot, City Attorney
DATE: April 4, 2017

TO: Honorable Mayor and City Council

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution 2017-47, Interlocal Agreement for road improvements and the transfer of jurisdiction for a portion of Old 441/Fifth Avenue.

Introduction:

This is a request for City Council to approve Resolution No. 2017-47, approval of the Interlocal Agreement for road improvements and the transfer of jurisdiction for a portion of Old 441/Fifth Avenue. The City of Mount Dora entered into an Interlocal Agreement with Lake County to provide road improvements and transfer of jurisdiction for a portion of Old 441/Fifth Avenue, from Alexander Street to Tremain Street, which the Council approved on June 7, 2016.

The estimated cost of resurfacing the portion of Old 441/Fifth Avenue referenced above was $50,961.36. The County was to perform the work and split the cost 50/50 with the City. Upon completion and payment, the ownership and maintenance of Old 441/Fifth Avenue, from Alexander Street to Tremain Street, will be the City of Mount Dora’s responsibility as per Attachment No. 1.

Discussion:

Lake County has submitted an invoice for the resurfacing in the amount of $24,637.15 as seen in Attachment No. 2.

Per Section 5 of the Interlocal Agreement (Attachment No. 1), upon the final payment to Lake County in the amount of $24,637.15, the City will take ownership and maintenance responsibility for Old 441/Fifth Avenue from Alexander Street to Tremain Street.

Budget Impact:

The funds are included in Account 111-5410-563-00-00-CP009. Currently, the balance remaining in the account is $447,688.
Strategic Impact:

The Interlocal Agreement expedited the County’s funding of this project to assist in improvements which are ecstatically pleasing and compliment the previously completed Downtown Streetscape Projects.

Recommendation:

City Council to approve Resolution No. 2017-47.

Attachments:
1. Interlocal Agreement to Improve and Transfer Jurisdiction of a portion of Old 441/Fifth Avenue
2. Lake County’s Invoice #1 Final

Prepared by: Mike Sheppard, Finance Director
ATTACHMENT #1

INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
THE CITY OF MOUNT DORA TO
IMPROVE AND TRANSFER JURISDICTION
OF A PORTION OF OLD 441/FIFTH STREET

This INTERLOCAL AGREEMENT is made this day by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the “COUNTY,” and the City of Mount Dora, a municipal corporation organized under the laws of the State of Florida, hereinafter the “CITY,” to improve and transfer jurisdiction of a portion of Old 441/Fifth Street.

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, Section 335.0415, Florida Statutes, provides that public roads may be transferred between jurisdictions by mutual agreement; and

WHEREAS, Old 441/Fifth Street is a road located in Lake County which runs from US-441 in Tavares to US-441 in Mount Dora, and hereinafter referred to as “Fifth Street”; and

WHEREAS, Old 441/Fifth Street from the intersection of CR-19A/CR-44C in Mount Dora East to the Lake County line is a County maintained road; and

WHEREAS, a portion of Fifth Street from Alexander Street to Tremain Street located within CITY, more specifically identified in Exhibit A, attached hereto and incorporated herein by reference, is in need of resurfacing (hereinafter the “Project”); and

WHEREAS, the COUNTY and CITY have come to an agreement on how the improvements to Fifth Street will be made and paid for, and which entity shall be responsible for the future maintenance of the Project after such improvements are made; and

WHEREAS, the COUNTY and CITY will equally share in the cost of the Project; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:
1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Purpose.** The parties hereby agree that the purpose of this Agreement is to make improvements to a portion of Fifth Street located within the city limits of Mt. Dora. In consideration of the COUNTY advancing such road improvements on its priority resurfacing program, the CITY agrees that it shall contribute one-half the cost of the improvements and shall take over maintenance responsibilities for the Project. The assurances of the CITY to assume maintenance responsibility for the completed Project is a material inducement to the COUNTY in entering into this Agreement.

3. **County Obligations.** COUNTY shall comply with all applicable provisions of the Florida Statutes regarding the bidding of construction services, including Section 255.0525, Florida Statutes, and Section 255.20, Florida Statutes. The COUNTY intends to utilize its existing on-call contract for milling, road resurfacing, and striping. The COUNTY shall be solely responsible for construction of the Project. The County will provide the plans, process any change orders, and manage the day to day project inspection. The COUNTY will fund its share of the Project from infrastructure sales tax.

4. **CITY Obligations.** The parties agree and acknowledge that the Cost Estimate for the Project is estimated to be $50,961.36 (hereinafter the “Project Cost”). The Cost Estimate is attached hereto and incorporated herein by reference as Exhibit B. The CITY shall provide funding to the COUNTY in the amount of one-half (1/2) of the total Project Cost. Upon final completion and acceptance of the Project, the COUNTY shall send a final invoice to the CITY for the CITY’S final share. The CITY shall provide funding to the COUNTY within twenty (20) days of invoice receipt.

5. **Ownership and Maintenance of Completed Project.** In accordance with Section 335.0415, Florida Statutes, the parties agree that upon completion of the Project, and proof of acceptance by the COUNTY to the CITY in the form of a final invoice, the CITY shall take ownership and maintenance responsibility for the that portion of Fifth Street from Alexander Street to Tremain Street, as identified in Exhibit A. Such invoice shall establish the date of ownership and maintenance responsibility.

6. **Future Projects on Old 441/Fifth Street.** Nothing herein shall prohibit the parties from negotiating a different allocation of cost, maintenance and/or jurisdictional
responsibilities for any future road project running between Old 441/Fifth Street from the intersection of CR-19A/CR-44C in Mount Dora East to the Lake County line. The maintenance and ownership of each future project, if any, will be negotiated on a project by project basis.

7. **Termination.** Either party shall have the right to terminate this Agreement for cause with thirty (30) days written notice to the other so long as construction of the Project has not commenced. Once construction has commenced, this Agreement shall not be terminated.

8. **Modifications.** Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

9. **Notices.**

   A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

   **COUNTY**
   
   County Manager  
P.O. Box 7800  
Tavares, Florida 32778  

   **CITY**
   
   CITY Manager  
510 North Baker Street  
Mount Dora, Florida 32757  

   cc: Road Operations Manager  
P.O. Box 7800  
Tavares, Florida 32778  

   B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

   C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

   D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

10. **Entire Agreement.** This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.
11. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

12. **Effective Date.** This Agreement shall become effective on the date the last party hereto executes the document.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, duly authorized to execute the same and by the City of Mount Dora, signing by and through its duly authorized representative to execute the same.

**COUNTY**

ATTEST: BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA

Neil Kelly, Clerk of the Board of County Commissioners of Lake County, Florida

Sean M. Parks, Chairman

Approved as to Form & Legality:

Melanie Marsh, County Attorney
Interlocal Agreement Between Lake County and the City of Mount Dora to Improve and Transfer Jurisdiction of a Portion of Old 441/Fifth Street

CITY OF MOUNT DORA

Print Name: __________________________
Title: ________________________________

ATTEST: ______________________________
This ___ day of ___________, 2016.

CITY Clerk

Approved as to Form and Legality:

______________________________
CITY Attorney
EXHIBIT A: PROJECT MAP

Location Map
Fifth Ave (Old 441) from Alexander Street to Tremain Street
Mount Dora, Florida
EXHIBIT B: COST ESTIMATE

FIFTH AVENUE/MOUNT DORA ROAD PROJECT

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Total lump sum NOT TO EXCEED cost for this notice to proceed: $50,961.36
March 9, 2017

Ms. Robin Hayes
City Manager
City of Mt. Dora
510 N. Baker Street
Mt. Dora, Florida  32757

RE:  Old 441/Fifth Avenue improvements agreement with Lake County

Dear Ms. Hayes:

Please find enclosed the invoice for the improvements to Old 441/Fifth Avenue totaling $24,637.15. This represents a 50% share in the cost of the project per the interlocal agreement with Lake County. Also enclosed are copies of the paid contractor invoices for this project, a copy of the purchase orders and a detailed financial summary from the county Munis financial software as supporting documentation of each paid transaction.

If you have any questions about this submittal, please do not hesitate to contact me by e-mail at dttinis@lakecountyfl.gov or telephone at (352) 253-6035. Thank you for your assistance with this project.

Sincerely,

[Signature]

Debi Tinis
Financial Coordinator

Enclosures

c:  Tracy Zeller, County Finance
    Lori Koontz, Road Operations Manager
Lake County Public Works
PO Box 7800
Tavares, FL 32778
Phone (352) 253-6000 Fax (352) 253-6016

TO:
Robin Hayes
City Manager
City of Mt. Dora
510 N. Baker St
Mt. Dora, FL 32757

FOR:
Old 441/Fifth Avenue improvements, FINAL

DESCRIPTION                                       AMOUNT
50% portion of Old 441/Fifth Avenue road improvements, per interlocal agreement $ 24,637.15

Account for Deposit:
3040.5056350.860679

Please make check payable to Lake County Board of County Commissioners. Please remit payment to Lake County Finance Department, P O Box 7800, Tavares FL 32778.
Payment is due within 30 days.
If you have any questions concerning this invoice, contact Debi Tinis 352.253.6035
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PROJECT TOTAL: $49,274.29

50% OF PROJECT COSTS: $24,637.15

DEDUCT for PREVIOUSLY PAID by MT DORA: $0.00

Balance Due from MT DORA: $24,637.15
RESOLUTION NO. 2017-47

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, AUTHORIZING THE COMPLETION REQUIREMENTS OF AN INTERLOCAL AGREEMENT PAYING 50% SHARE IN THE COST OF OLD 441/FIFTH AVENUE ROAD IMPROVEMENTS AND ACCEPTANCE OF THE TRANSFER OF JURISDICTION OF A PORTION OF OLD 441/FIFTH AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE CITY MANAGER TO FOLLOW THROUGH WITH IMPLEMENTING ADMINISTRATIVE ACTIONS AND APPROVALS; PROVIDING FOR SAVINGS; AND PROVIDING FOR SCRIVENER’S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City of Mount Dora and Lake County, Florida agreed to share the cost of resurfacing Old 441/Fifth Avenue from Alexander Street to Tremain Street through an Interlocal Agreement; and

WHEREAS, Lake County, Florida has invoiced the City of Mount Dora $24,637.15, for the City of Mount Dora’s share of the project; and

WHEREAS, the City of Mount Dora accepts the transfer and future maintenance of that portion of Old 441/Fifth Avenue from Alexander Street to Tremain Street.

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

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution.

SECTION 2. Implementing Administrative Actions and Approvals. The City Council of the City of Mount Dora approves the payment for costs associated with the improvements of a portion of Old 441/Fifth Avenue per the Interlocal Agreement.

SECTION 3. Providing for Savings. All prior actions of the City of Mount Dora pertaining to this Resolution, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 4. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 5. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.
SECTION 6. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 7. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 4th day of March A.D., 2017.

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

ATTEST:
For use and reliance of the Mount Dora City Council only
Approved as to form and Legality

_____________________________  ___________________________________
GWEN KEOUGH-JOHNS, MMC Lonnie N. Groot
CITY CLERK City Attorney
DATE: April 4, 2017

TO: Honorable Mayor and City Council

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2017-48, Acceptance of the top three vendor list and allowance for staff to begin the negotiation process for the Community Building sound system upgrade.

Discussion:
This is a request for the City Council to approve Resolution No. 2017-48, acceptance of the top three vendor list and allowance for staff to begin the negotiation process for the Community Building sound system upgrade.

For the past few years staff has studied and researched the appropriate type of sound systems the Community Building needs to stay up with the demands of high-end groups and productions. This research has yielded suggestions from the producers themselves and from sound design groups who furnish this type of sound system for touring acts.

In the past, staff has incorporated some of their suggestions by installing sound barriers and boards and realigning speakers to get the best sound available from our current sound system. These changes resulted in some success but without a more updated system, we are rapidly losing ground when it comes to production quality.

Staff also initiated a comprehensive review of all the production rider needs and the type of sound systems being demanded by touring acts. In addition, staff brought in sound experts to go over the building and give their opinions on how the city should proceed with replacing the sound system. From these reviews, staff began to form a blueprint for the future needs of the building.

Armed with these reviews, a scope of services and needs began to take form which was developed into an RFQ for bid with the sound system requirements spelled out and requesting the associated costs. The bid closed on March 3, 2017 at 2 pm with six vendor submittals.

On March 9, 2017, a committee was formed to review all the bids and their qualifications resulting in the selection of the top three candidates: Precision Audio, Encore Broadcasting
Solutions and Integration Factory. Ultimately, Precision Audio, Inc. was rated 1st therefore pending Council’s approval, negotiations would begin with this vendor.

The negotiation process for these companies would be include:
- Sound System without Sound Board
- Complete Sound System with Board
- Electrical service installation to be included for either option

**Budget Impact:**
The 9-30-2017, budget provided an expenditure of $91,660 in account # 111-5723-564-00-00-PR1703. Council qualified the expenditure to be limited on the city side to $41,660. All cost above this amount had to be covered by donations. A revenue was established to account for the $50,000 in account 111-0000-369-60-00 (Donations Community Building).

Currently we have a commitment of $15,000 from the Patrons of the Community Building. They have others who may have an interest but no dollars have been mentioned. Based on this information the amount associated with the Sound System would be as follows:

<p>| | |</p>
<table>
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<td>Tentative Donations</td>
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<td><strong>Total Budget at this time</strong></td>
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**Strategic Impact:**
An updated sound system in the Community Building would enhance the quality of the productions and keep the city competitive with other facilities offering these amenities.

**Recommendation:**

Attachment:
1. Bid Memo from Purchase Department

Reviewed by: Mike Sheppard, Finance Director
Date: March 13, 2017

To: All Submitting Vendors

Re: FINAL SHORT LIST FOR RFP# 17-05-002 – PURCHASE & INSTALLATION OF SOUND SYSTEM IN THE COMMUNITY BUILDING

On March 3, 2017, at 2:00 P.M. RFP submittals for the above referenced project were received. Your firm submitted a bid for said project to The City of Mount Dora.

This letter serves as notification that the Evaluation Committee will make a recommendation to the City Council to award this RFP to Precision Audio, Inc. as the best option for meeting specifications.

Once the award is approved by City Council, Negotiations for a contract will take place. If a contract cannot be agreed upon between the City and Precision Audio, Inc., then the next vendor will be contacted.

The Evaluation Committee met on March 9, 2017 to discuss their scoring on six (6) submittals for this RFP. The discussion was detailed and the scoring was consistent. See Exhibit “B”. The Committee decided to rank the submitters immediately after the discussion and send to Council for approval. The ranking of submittals is attached to this document as Exhibit “A”.

If you have any questions regarding the bidding procedures, please contact me via fax at 352.735.7176, or via e-mail at brucej@cityofmountdora.com.

We appreciate your interest in doing business with The City of Mount Dora and we look forward to receiving your submittals on future projects.

Regards,

John A. Bruce – CPPB, MBA, CPM
Purchasing & Property Manager
Purchasing Division
City of Mount Dora

“Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.” The 72-hour posting requirement will elapse on February 5, 2017 at 8:00 AM E.S.T.
EXHIBIT A

SUBMITTAL RANKING
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<td>6</td>
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The Evaluation Committee consisted of the following members:

Mr. Josh Hemingway

Mr. Roy Hughes

Mr. Chris Carson

City Council Meeting Date: April 4, 2017
EXHIBIT “B”

SCORING SHEETS
## EVALUATION MASTER WORKSHEET
RFP# 17-05-002
REVIEW POINTS SCORING
FINAL RANKING

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CITY OF MOUNT DORA PURCHASING DIVISION
JOHN A. BRUCE, PURCHASING MANAGER
### EVALUATION MASTER WORKSHEET

**RFP# 17-04-001**

**INDEPENDENT REVIEW POINTS SCORING**

SMARTWATCH SECURITY & SOUND

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## EVALUATION MASTER WORKSHEET

RFP# 17-04-001

INDEPENDENT REVIEW POINTS SCORING

**THE INTEGRATION FACTORY**

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# EVALUATION MASTER WORKSHEET

**RFP# 17-04-001**

**INDEPENDENT REVIEW POINTS SCORING**  
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## EVALUATION MASTER WORKSHEET

**RFP# 17-04-001**

**INDEPENDENT REVIEW POINTS SCORING**

**ENCORE**

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## EVALUATION MASTER WORKSHEET
### RFP# 17-04-001
### INDEPENDENT REVIEW POINTS SCORING

**PRECISION AUDIO**

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RESOLUTION NO. 2017-48

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, TO APPROVE THE TOP THREE VENDOR LIST AS THEY HAVE BEEN SELECTED BY THE COMMITTEE AND ALLOW STAFF TO BEGIN THE NEGOTIATION PROCESS FOR THE SOUND SYSTEM IN THE COMMUNITY BUILDING; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SCRIVENER’S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City Council of the City of Mount Dora realizes the value to present quality productions in the Mount Dora Community Building; and

WHEREAS, City staff has initiated a comprehensive review of recent production riders’ requirements to best determine the type of sound system for the Community Building; and

WHEREAS, the City Council of the City of Mount Dora wish to proceed with replacing the Community Building sound system with an updated system; and

WHEREAS, a three person committee has reviewed all the approved bids and their qualifications to select the top three candidates; and

WHEREAS, select the top three candidates were Precision Audio, Encore Broadcasting Solutions and Integration Factory; and

WHEREAS, Precision Audio, Inc. has been rated #1, therefore negotiations would begin with this vendor.

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

SECTION 1. Legislative Findings and Intent. The City Council of the City of Mount Dora has complied with all requirements and procedures of Florida Law in processing this Resolution.

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

SECTION 3. Savings Provision. All prior actions of the City of Mount Dora pertaining to the negotiation process for the sound system in the community building, as well as any and
all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 4. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 5. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 7. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 4th day of April, 2017

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

ATTEST:

__________________________________
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

________________________
Lonnie N. Groot, City Attorney

Resolution No. 2017-48
Page 2 of 2
March 22, 2017

Ms. Robin Hayes, City Manager
City of Mount Dora
510 N. Baker St.
Mount Dora, FL 32757

Dear Ms. Hayes,

The St. Johns River Water Management District would like to extend a special invitation to you to attend our upcoming Governing Board meeting and tour in the Eustis area. We’d be delighted to have you in attendance as we continue our work to protect our natural resources and support Florida’s growth by ensuring the sustainable use of Florida’s water for the benefit of the people of the District and the state.

The Governing Board meeting will take place Tuesday, April 11, 2017, at the City of Eustis Commission Chambers. On the Monday before the meeting, the Governing Board will tour the Sunnyhill Restoration Area. The tour will focus on trails, restoration, fire management and invasive species management. I do hope you will be able to attend.

Governing Board Tour - Meet at Sunnyhill Restoration Area (Blue House)
Monday, April 10, 2017, 3 p.m. - 5 p.m.
19561 SE Highway 42
Umatilla, FL 32784

Governing Board Meeting
Tuesday, April 11, 2017, 9 a.m. – close
City of Eustis Commission Chambers
10 North Grove, Eustis, FL 32726

The St. Johns River Water Management District looks forward to seeing you during our visit to Lake County. If you have any questions concerning the Governing Board meeting, please contact me at (800) 451-7106 or (386) 329-4104.

Sincerely,

Ann B. Shortelle, Ph.D.
Executive Director

---

GOVERNING BOARD

John A. Miklos, CHAIRMAN
ORLANDO

Fred N. Roberts Jr., VICE CHAIRMAN
OCALA

Chuck Drake, SECRETARY
ORLANDO

Ron Howse, TREASURER
COCOA

Douglas C. Bournique
VERO BEACH

John P. Browning, Jr.
EAST PALATKA

Douglas Burnett
ST. AUGUSTINE

Maryam H. Ghyabi
ORMOND BEACH

Carla Yetter
FERNANDINA BEACH

City Council Agenda Packet - April 4, 2017

Page 196 of 204
To: Florida Cities

From: Sharon G. Berrian, Director, Membership Relations

Re: 2017 Florida Municipal Achievement Awards — (2nd Memo)

Date: March 7, 2017

The Florida League of Cities is pleased to announce the 9th Annual Florida Municipal Achievement Awards program.

We know that our public servants work hard to develop programs that improve the quality of life for residents and for the future of our cities. The goal of the Florida Municipal Achievement Awards program is to focus public attention on excellent, innovative projects that address a local need, promote active municipal participation by residents, and improve environmental conditions.

There are three award categories:
- City Spirit Award,
- Florida Citizenship Award
- Environmental Stewardship Award

The nomination deadline is Friday, May 5, 2017. The Florida Municipal Achievement Awards program brochures, with rules and instructions for entry is enclosed. Please pay careful attention to all the requirements and go to the League’s website for tips on helping you make your narrative more effective (the link is enclosed in the nomination brochure.)

We encourage you to nominate your city, town or village’s successful projects so they can be recognized and showcased statewide.

Winners will be announced in June 2017 and there will be subsequent recognition and media announcements in each recipient’s hometown. Winners in each category will also receive a beautiful “Muni Award,” be recognized in the League’s magazine, on the website and social media.

For more information about the awards program, call me at the League’s Tallahassee office at (850) 701-3660 or e-mail sberrian@flcities.com.

Enclosure
The Florida League of Cities is pleased to announce the 9th annual
Florida Municipal Achievement Awards Program

The goal of this program is to recognize innovations and excellence in municipal government.

The Florida Municipal Achievement Awards Program will provide municipalities the opportunity to receive deserved recognition for superior and innovative efforts in three categories:

- City Spirit Award
- Florida Citizenship Award, and
- Environmental Stewardship Award.
Application Process

The Florida Municipal Achievement Awards program is open to city, town or village governments that are members of the Florida League of Cities. The application process is as follows:

- A city may submit one nomination in each of the following categories: City Spirit Award, Florida Citizenship Award and Environmental Stewardship Award. Each nomination must be for a different project.
- The programs nominated must have been in effect and operating for a minimum of one full year.
- For each of the awards, please complete the enclosed nomination form, along with TWO SEPARATE NARRATIVES: 1) For judging purposes, a 1,200-word or less narrative focusing on the award criteria; and also a 150-word or less narrative summarizing your entry.
- A letter of recommendation on behalf of the mayor and council/commission must accompany each nomination.
- Please include additional supportive materials, such as newspaper clippings, photographs, letters from constituents, or other items that help document the nominated program.
- No more than 10 pages (on 8 1/2 x 11 paper) of supportive material can be accepted.
- Please DO NOT paper clip nomination packets. You may use folders. DO NOT include videotapes, DVDs, CDs, or PowerPoint presentations.
- Please send seven copies of your nomination packet. Your nomination will not be complete without these seven copies.
- Past winning entries from the Florida Municipal Achievement Awards program are not eligible to be nominated.

Judging

Judging will be based entirely on the written entry and supportive information. Judging will be conducted by an independent panel of judges with considerable expertise in leadership, governance and public service.

Program Summary

Each nominated program may be publicized. As such, be sure to include in your city's entry a separate 150-word narrative summarizing your program.

Announcement of Winners

- Winners will be announced in June 2017. Subsequently, there will be special recognition and media announcements in each recipient's hometown and statewide.
- Winners in each category will also receive a special beautifully designed trophy.
- Winners will be featured in the League's magazine, Quality Cities, and be featured in articles in statewide publications (through press announcements and through various websites and social media).

The judges reserve the right to not award a winner in every category.
Narratives

In the 1,200-word or less narrative, please be clear and concise, using the Award Criteria to support the selection of your nominated program. Please type up to 1,200 words, double-spaced on white 8-1/2" x 11" paper.

Please include a word count:

Number of words

In the 150-word or less narrative, summarize your program.

Please include a word count:

Number of words

Entries exceeding the required word count will not be accepted.

Please go to the following link for tips on helping you make your narrative more effective:
http://www.floridaleagueofcities.com/about/award-programs/florida-municipal-achievement-awards

Supportive Information

- Please include additional supportive materials, such as newspaper clippings, photographs, letters from constituents, or other items that help document the nominated program.

- No more than 10 pages (on 8 1/2 x 11 paper) of supportive material can be accepted.

- Please DO NOT staple nomination packets. DO NOT include videotapes, DVDs, CDs, or PowerPoint presentations.

Contact Sharon Berrian at (850) 701-3660 or sberrian@flcities.com for more information.
**Award Criteria**

**City Spirit Award**
This award will be given to a city for a specific, single, citywide effort to successfully address a local need.

In the narrative and supportive materials, describe the project in detail and show how it was:

- **Timely** – Why was the project needed?
- **Innovative** – Is it a new program or an older program presented in a new and exciting way?
- **Effective** – How did the program positively affect your municipal residents, pull citizens together, strengthen government relationships and inspire city employees?
- **Successful** – Who benefited? Did it meet your objectives? How will the project impact your city in the future?
- **Cost Effective** – How much did it cost/save?
- **Adaptable** – Can it be adapted for use in other cities?

**Florida Citizenship Award**
This award focuses on city projects or programs that build stronger, more participative residents. The programs increase civic awareness, education and knowledge, and promote active participation among residents. The programs can be for adults and/or youth.

In the narrative and supportive materials, describe the project in detail and show how it was:

- **Effective** – How did the program positively affect your municipal residents, increase their understanding of their city government and inspire active participation?
- **Partners** – Did the city create any new, or promote existing, partnerships in this program? Explain.
- **Successful** – Who benefitted from the program? What were program objectives and were they met? What have been the short-term benefits and how will the project impact your city in the future?
- **Innovative** – Why do you feel this was an innovative way to meet your objectives?
- **Adaptable** – Can this program be used as a model for other cities?

**Environmental Stewardship Award**
This award focuses on city programs that promote conservation, improve and protect environmental conditions, and/or provide environmental education and outreach programs within your city.

In the narrative and supportive materials, describe the project in detail and show how it was:

- **Effective** – How does the program positively impact your city’s environmental resources and conditions?
- **Successful** – What were program objectives and how were they met? How have you measured the program’s success?
- **Results** – How will the program improve the long-term sustainability of our natural resources or reduce the carbon footprint?
- **Innovative** – Why do you feel this program provides an innovative solution to protecting, conserving and/or improving the environment?
- **Adaptable** – Can this program be used as a model for other cities?
2017 Florida Municipal Achievement Awards Program

Nomination Form

NOMINATIONS MUST BE RECEIVED BY FRIDAY, MAY 5, 2017.

Category (Please check one)
See Award Criteria for more information. Please print or type.

Only submit one nomination per form. A city may submit one nomination in each category; however, each nomination must be for a different project.

☐ CITY SPIRIT AWARD
Name of Project ____________________________________________________________
Nominated by ____________________________________________________________
(Name of City/Town/Village)

☐ FLORIDA CITIZENSHIP AWARD
Name of Project ____________________________________________________________
Nominated by ____________________________________________________________
(Name of City/Town/Village)

☐ ENVIRONMENTAL STEWARDSHIP AWARD
Name of Project ____________________________________________________________
Nominated by ____________________________________________________________
(Name of City/Town/Village)

Contact Person
Please print or type. (The contact person below may be listed in any League-developed publication and must be an elected city official or city staff person.)

Name _________________________________________________________________
Title _________________________________________________________________
Government ____________________________________________________________
Address ______________________________________________________________
Telephone Number ______________________________ Fax _______________________
Email Address __________________________________________________________
Rules and Instructions

1. The Florida Municipal Achievement Awards program is open to Florida cities, towns and villages that are current members of the Florida League of Cities.

2. Nominations must be received by Friday, May 5, 2017. Send to:
   Sharon G. Berrian
   Florida League of Cities, Inc.
   Attn: Florida Municipal Achievement Awards
   301 S. Bronough Street, Suite 300 (32301)
   P.O. Box 1757
   Tallahassee, FL 32302-1757

3. A city may submit one nomination in each of the following categories: City Spirit Award, Florida Citizenship Award and Environmental Stewardship Award. Each nomination must be for a different project. The programs nominated must have been in effect and operating for a minimum of one full year. Remember to include a letter of recommendation on behalf of the mayor and council/commission.

4. Only one nomination per packet. If your city is submitting two or more nominations, they must be in separate packets.

5. No faxes or emails, please.

6. Please submit seven copies (including all supportive information) for each award category entry. PLEASE DO NOT paper clip nomination packets. You may use folders. Your nomination WILL NOT be complete without seven copies of the supportive information.

7. Narratives should be typed double-spaced on white 8-1/2” x 11” paper. No more than 1,200 words for the nomination and no more than 150 words for the program summary. Please include word counts. Your nomination WILL NOT be complete without both narratives.

8. Supportive material is limited to 10 8-1/2” x 11” pages.

9. The judges reserve the right to not award a winner in every category.

10. Winners will be announced in June 2017 with special recognition and media announcements in each recipient’s hometown and statewide to follow. Winners in each category will also receive a special beautifully designed trophy. Winners will be featured in the League’s magazine, Quality Cities, and be featured in articles in statewide publications (through press announcements and through various websites and social media).

11. Past winning entries from the Florida Municipal Achievement Award and program are not eligible to be nominated.

Contact Sharon Berrian at (850) 701-3660 or sberrian@fclcities.com for more information.
DATE: April 4, 2017

TO: Honorable Mayor and City Council

FROM: Robin R. Hayes, City Manager

SUBJECT: Alternate to Lake County Library Advisory Board

Introduction:
Currently, the alternate position on the Lake County Library Advisory Board is open.

Discussion:
Stephen Berger, the new chairperson of the City’s Library Advisory Board, has volunteered to be the alternate if appointed by City Council. Stephen Berger has been on the City’s Library Advisory Board since January of 2016.

Recommendation:
City Council to appoint Stephen Berger to the Lake County Library Advisory Board to fill the open alternate position.