MOUNT DORA CITY COUNCIL
July 2, 2019, 5:30 PM
City Hall Board Room, 510 N. Baker Street

REGULAR AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

PUBLIC COMMENTS

- This is the time for the public to come forward with any comments on any subject related to City business that is not listed on the Agenda, however the following rules apply when speaking on an item that is listed on the Agenda.
- Please complete a speaker card and provide it to the City Clerk prior to the meeting.
- Please clearly state your name and address for the record. Comments will be limited to 3 minutes or less. If you are part of a group, try to designate a speaker.
- Please address all comments to the Chair and only the Chair.
- Please do not make any disparaging or personal attacks on the Mayor, Council, Staff or Residents.
- Please speak to the City Council with Civility and Decorum.
- Answers to your questions may not be given at the end of your speech. However, your question along with an answer will be placed on the City’s website under Frequently Asked Questions within 10 business days.

APPROVAL OF AGENDA

CONSENT AGENDA

1. Resolution No. 2019-73, Amendment #1 to the Robie Street Property Lease Agreement

**ACTION ITEMS**

**PUBLIC HEARINGS**

**RESOLUTIONS**

1. **Resolution No. 2019-54**, Preliminary Plat Lakes of Mount Dora Phase 5C


3. **Resolution No. 2019-64**, Preliminary Plat Timberwalk


**ORDINANCES**

1. **First Reading of Ordinance No. 2019-14**, 2019 Charter Referendum


**DISCUSSION ITEMS**

**CITY MANAGER**

1. City Manager's Reports and Updates

2. Pursuant to Resolution 2017-150, Delegation of Authority to City Manager Policy, City Manager Robin R. Hayes executed an agreement with SCORE Sports for various uniforms and equipment for use in recreation programs. The agreement is within the City Manager's delegated purchasing and procurement authority per the Purchasing Policy as approved by Council.
3. Pursuant To Section 2 of Resolution No. 2018-72 and Section 8 of the Professional Services Agreement for Municipal Impact and Operating Fee Study, the Assignment of the Contract from Public Resources Management Group, Inc. to Raftelis was executed by City Manager Robin R. Hayes.

BOARD APPOINTMENTS

CITY ATTORNEY'S REPORT

1. Claims Update

COMMUNICATIONS AND REPORTS

- Council Member John Tucker
- Council Member Marc Crail
- Council Member Harmon Massey
- Council Member Laurie Tillett
- Council Member Crissy Stile
- Vice-Mayor Cal Rolfson
- Mayor Nick Girone

FUTURE MEETING DATES

- July 8, 2019, 6:00 PM, State of the City Presentation, Library Community Room
- July 9, 2019, 9:00 AM, Budget Work Session, Community Building Lobby
- July 16, 2019 5:30 PM, Regular Session, City Hall
- August 6, 2019 1:00 PM, Work Session, MLK Building
- August 6, 2019 5:30 PM, Regular Session, City Hall

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.
DATE: July 2, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2019-73, Amendment #1 to the Robie Street Property Lease Agreement

Introduction:
This is a request for City Council to approve Resolution No. 2019-73, for approval of Amendment #1 to the existing Robie Street Property lease agreement. This amendment allows for the lease of additional property to provide added parking at the Robie Operations Facility while the new Public Works Facility is being constructed.

Discussion:
The City Council authorized staff to enter into a lease agreement on September 13, 2018 for the property at 1501 Robie Ave while the new Public Works Facilities is being constructed. This property is an excellent temporary location for the city’s operations. However, in order to park all city and personal vehicles on the property, the City reached out and planned to utilize the adjacent lot at the Seventh Day Adventist Southeastern Conference Center property, unfortunately we were not able to reach an agreement on the property due to the property owner's need for the parking area.

Therefore, the City negotiated with the existing property owner to lease an additional piece of property on the west side of the facility. This amendment defines the additional property to lease and the additional rental payments for the term of the contract.

Budget Impact:
The negotiated additional cost for the added property is $500 per month for the remainder of FY18-19 the same payment increase schedule listed in the Robie Lease will apply as stated in the amendment. The increased cost is shown below:
FY18-19   $1,500/year
FY19-20   $6,150/year
FY 20-21 and beyond will be a 3% increase each year.

This additional leased property is part of the 2019/2020 budget which is divided between the
following funds:
Electric 35%
Water/Wastewater 35%
General Fund 30%

There will be a one-time set up cost which includes fencing and preparing the property for parking. This cost is estimated at $15,000. A year-end budget adjustment will be submitted to the City Council for approval, in which to cover the expenses for FY 2018-19, cost to be divided among the same budgets listed above.

**Strategic Impact:**
This resolution has a direct impact on the City’s infrastructure improvement as the Robie Property is the temporary operation complex until the new Public Works Facility is built.

**Recommendation** City Council approve Resolution No. 2019-73.

**Attachment(s):**

Prepared by: Gwen Johns, City Clerk
Reviewed by: Steve Langley, Deputy Electric Director  Approved - 6/20/2019
Marilyn Douglas, Purchasing Manager  Approved - 6/20/2019
Matt Dickey, Finance Director  Approved - 6/20/2019
Sherry Sutphen, City Attorney  Approved - 6/20/2019
Gwen Johns, City Clerk  Approved - 6/20/2019
Misty Sommer, Deputy City Clerk  Approved - 6/21/2019
Robin R. Hayes, City Manager  Final Approval - 6/27/2019
RESOLUTION NO. 2019-73

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO AMENDMENT 1 TO THE LEASE AGREEMENT WITH NICKMAX PROPERTIES, LLC; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 13, 2018, the City authorized the Lease Agreement with Nickmax Properties, LLC, for the lease of certain real property to temporarily locate the City’s Public Works complex during construction of its new facility; and

WHEREAS, the City determined that additional space was needed adjacent to the temporary Public Works site for employee parking; and

WHEREAS, Nickmax Properties, LLC, has agreed to amend the Lease Agreement to allow the City to lease additional space to accommodate the City’s employee parking needs.

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

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

SECTION 2. Approval of Amendment. The City Council hereby authorizes the Mayor to execute Amendment 1, to that Lease Agreement with Nickmax Properties, LLC, attached hereto as Exhibit “A”.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may be 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 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the Amendment 1 to the Lease Agreement with Nickmax Properties, LLC, 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 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 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 2nd day of July, 2019.

_________________________________________
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 legality.

_________________________________________
Sherry Sutphen, City Attorney

Resolution 2019-73
2 of 3
EXHIBIT “A”
Amendment 1 to Lease Agreement between
City of Mount Dora and Nickmax Properties, LLC
AMENDMENT 1 TO LEASE BETWEEN
NICKMAX PROPERTIES, LLC
AND THE CITY OF MOUNT DORA

THIS AMENDMENT 1 made by and between NICKMAX PROPERTIES, LLC, a Florida Limited Liability Company (Landlord) and the CITY OF MOUNT DORA, a Municipal Corporation of the State of Florida (City) shall modify the terms and conditions of that Lease executed on October 1, 2018, (Lease).

WHEREAS, the parties have determined that it is in their mutual best interest to amend the Lease.

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

1. **Section 1, Basic Lease Provisions,** is hereby amended to include the following:

   1.3 **Premises:**

      (a) No change

      (b) The Site Plan of the Leased Premises is revised to include the area depicted in **Exhibit A** attached hereto (Additional Lease Area)

      (c) The Physical Description of the Leased Premises is revised to include a portion of that vacant land identified by Alt. Key 1475295, that is located west of the warehouse and office space included in the Lease.

      (d) The Permitted Use of the Leased Premises is revised to include employee parking.

2. **Section 1, Basic Lease Provisions,** is hereby amended to include the following:

   1.5 **Rent:**

      (a) **Primary Term Rent:** Gross Rent for the Additional Lease Area, shall be paid monthly in advance, subject to yearly increases in accordance with the following schedule:
<table>
<thead>
<tr>
<th>Lease Period</th>
<th>Monthly Base Rent</th>
<th>Sales Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/01/2019 - 9/30/2019</td>
<td>$500.00</td>
<td>N/A</td>
</tr>
<tr>
<td>10/01/2019 - 9/30/2020 (2.5% increase)</td>
<td>$512.50</td>
<td>N/A</td>
</tr>
<tr>
<td>Increase after 9/30/2020 if necessary paid pursuant to the Lease</td>
<td>3.0%</td>
<td>N/A</td>
</tr>
</tbody>
</table>

The parties agree and understand that pursuant to FS §196.199, Tenant is tax-exempt and not responsible for any taxes. The City shall not agree to pay any taxes not mandated specifically by law to be paid by governmental municipal entities, to the extent allowed by law and which are specifically declared by law to be non-exempt.

3. All of the terms and conditions of the Lease shall remain in full force and effect, and to the extent of any conflict between this Amendment and any previous agreements between the parties, this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ___ day of June, 2019.

Witness:

By: ____________________________
Name: __________________________

NICKMAX PROPERTIES, LLC
(LANDLORD)

By: ____________________________
Name: Cassandra Villamil, President
CITY OF MOUNT DORA
(CITY)

Nick Girone, Mayor

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

Sherry G. Sutphen
Interim City Attorney
DATE: July 2, 2019
TO: Honorable Mayor and City Council Members
FROM: Robin R. Hayes, City Manager

Introduction:
This is a request for the City Council to approve Resolution No. 2019-91, School Resource Officer Agreement for 2019-2020.

Discussion:
On June 6, 2017, the City Council approved Resolution No. 2017-75, entering into an interlocal agreement with the Lake County School Board for the provision of continuing the School Resource Officer (SRO) program. The agreement entered into was set for FY 2017-18 and FY 2018-19. The agreement before you is to continue services into FY 2019-20.

It is the intent of the City of Mount Dora to continue the SRO program in public schools located within the city limits. The philosophy of the Mount Dora Police Department (MDPD) is Community Oriented Policing (COP). One of the pillars of this philosophy is to have direct engagement with the youth in the community. Interaction with law enforcement in a school environment gives youth an opportunity to form positive opinions about the police, their duties and their responsibilities.

Over the past two years, the SRO program has produced positive evaluations from school administration, parents and students. It has created a sense of pride for the schools and the students to have their ‘own’ Mount Dora Police Officer.

From a safety perspective, it has allowed a free-flow of information between the schools and Mount Dora police. The security for schools has been more robust than in the past, due to the redundancy of having Mount Dora police service schools on the inner and outer perimeters.

Budget Impact:
The SRO is obligated to the school calendar. This calendar is a roughly ten month calendar. The contract with the LCSB covers the base cost for two police officers for ten months (each year). The LCSB has agreed to reimburse the City of Mount Dora $252,168 as presented
in the Contract, with an original budget for FY 2018-19 of $187,000. The budget is expected to be amended during the year-end process as approved by this resolution. Account 001-0000-338-52-00 for FY2019-20 will reflect an increase for the summer SRO program. The expenditures are budgeted within the police department salaries and wages accounts.

**Strategic Impact:**
The Mount Dora Police Department is always striving to enhance the already strong relationship it has with the community. The SRO program is an integral part of the overall mission for Mount Dora Police and the overall Public Safety mission of the City.

**Recommendation** City Council to approve Resolution No. 2019-91.

**Attachment(s):**

Prepared by: Misty Sommer, Deputy City Clerk
Reviewed by: Robert Bell, Deputy Police Chief
 Matt Dickey, Finance Director
 Gwen Johns, City Clerk
 Sherry Sutphen, City Attorney
 Michelle Jenkins, Assistant to the City Clerk
 Misty Sommer, Deputy City Clerk
 Robin R. Hayes, City Manager

Approved - 6/24/2019
Approved - 6/24/2019
Approved - 6/24/2019
Approved - 6/25/2019
Approved - 6/25/2019
Approved - 6/25/2019

Final Approval - 6/27/2019
RESOLUTION NO. 2019-91

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA RELATED TO SCHOOL RESOURCE OFFICER SERVICES FOR LAKE COUNTY SCHOOL BOARD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lake County School Board (School Board) maintains various school sites within the City of Mount Dora; and

WHEREAS, the School Board desires to station sworn law enforcement officers at four (4) of its schools, located within the City limits: Mount Dora High School, Mount Dora Middle School, Triangle Elementary School and Sorrento Elementary, as School Resource Officers; and

WHEREAS, the School Board has requested that the City of Mount Dora provide sworn law enforcement officers to be placed as School Resource Officers at the specified schools; and

WHEREAS, the City has determined that it is in its best interest to enter into the Agreement offered by the School Board related to the provision of School Resource Officers.

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

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

SECTION 2. Approval of Agreement. The City Council hereby approves the Agreement with the Lake County School Board, attached hereto as Exhibit “A”, for the purpose of providing sworn law enforcement officers to serve as School Resource Officers for Mount Dora High School, Mount Dora Middle School, Triangle Elementary School and Sorrento Elementary, and authorizes the Mayor to execute the same.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may be 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 4. Savings Clause. All prior actions of the City pertaining to the Agreement with the Lake County School Board for the provision of School Resource Officers, 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 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 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 2nd day of July 2019.

___________________________________
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

_________________________________
Sherry G. Sutphen, City Attorney
EXHIBIT “A”
Agreement with Lake County School Board for
the provision of School Resource Officers
AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, AND THE CITY OF MOUNT DORA, FLORIDA, FOR SCHOOL RESOURCE OFFICER PROGRAM [2019/2020]

This AGREEMENT is entered into by and between the City of Mount Dora, Florida, a Florida municipal corporation, hereinafter referred to as “LAW ENFORCEMENT AGENCY” and the School Board of Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as “SCHOOL BOARD”.

WITNESSETH:

WHEREAS, the SCHOOL BOARD is seeking School Resource Officers (SROs) for four (4) designated schools: Mount Dora High School, Mount Dora Middle School, Triangle Elementary School and Sorrento Elementary School to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the LAW ENFORCEMENT AGENCY is willing to place a Mount Dora Police Officer at two designated elementary schools, a middle school, and a high school for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide (4) sworn Mount Dora Police Officers who are certified pursuant to Section 943.10(1) Florida Statutes to the SCHOOL BOARD to act as SROs at the four (4) designated schools under the terms and conditions of this Agreement.

1. Term of Agreement. The Term of this Agreement shall be for the next school year, beginning the 12th day of August, 2019 through the last day of school for students in May 2020.

2. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO for two designated elementary schools, a middle school, and a high school. The SROs shall interact with students and provide security at the two designated elementary schools, a middle, and a high
school. In addition, the SROs shall have the duties and responsibilities listed in Exhibit “A” attached hereto.

3. **Background Investigations.** The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes* regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY’s failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes*. Any claim against the LAW ENFORCEMENT AGENCY by the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of $200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of $300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

4. **Assignment of Officers.** The LAW ENFORCEMENT AGENCY shall determine which SROs will be assigned under this Agreement and will also determine the particular school to which the SRO will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SROs to the school principal of the two designated elementary schools, a middle school, and a high school. In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO in writing. If the situation is not corrected within three (3) working days, the principal shall contact the SRO’s immediate supervisor and the Superintendent’s designee in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of both the SRO’s immediate supervisor
and the Superintendent’s designee within ten (10) days, or if, during the same contract period, the principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the principal considers the SRO’s conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the Superintendent and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate action.

5. Dismissal/Replacement/Absence. LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO.


The Chief of Police or another designated scheduling officer will provide vacations, sick leaves, and other leaves of absence for the SRO. The SRO will communicate approved vacation, sick leaves, trainings or any other leave that impacts SRO presence in schools with the SCHOOL BOARD’S Safety and Security Specialist.

LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence or due to other related assignments.

7. Hours of Assignment. The SROs will be stationed at two designated elementary schools, a middle, and a high school for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school principal and as approved by the LAW ENFORCEMENT AGENCY.
8. **Additional Hours of Assignment.** Additional hours of assignment during a two-week period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school principal. If the additional hours worked require that overtime be paid to the SROs, the SCHOOL BOARD will reimburse the LAW ENFORCEMENT AGENCY for overtime paid at the SRO’s existing pay rate.

9. **Off Campus Assignments.** Upon the request of the respective school principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO’s duties may occasionally include his/her assignment at school functions and activities that are held off campus.

10. **Reassignment in Emergency Situations.** Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the two designated elementary schools, a middle school and a high school to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

11. **Supervising Authority.** During the term of this Agreement, the SROs assigned shall remain City employees under the authority of the chain of command of the LAW ENFORCEMENT AGENCY and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY and the City. The SROs will report to their respective school principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

12. **Salary and Benefits.** The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.
13. **Vehicle.** The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

14. **Compensation.** The SCHOOL BOARD will pay the CITY OF MOUNT DORA the sum of Two Hundred Fifty-two Thousand One Hundred Sixty-Eight ($252,168.00) Dollars for services of the four (4) SROs provided pursuant to the terms of this Agreement. Such compensation shall be invoiced to the SCHOOL BOARD by the CITY OF MOUNT DORA in equal quarterly installments (September, November, February and May) commencing on the 1st day of September 2019. Invoices shall be paid by the SCHOOL BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the CITY OF MOUNT DORA agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

15. **Termination of Agreement.** This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

   **SCHOOL BOARD:**  
   Superintendent of Schools  
   School Board of Lake County  
   201 West Burleigh Boulevard  
   Tavares, FL 32778

   **LAW ENFORCEMENT AGENCY:**  
   Chief of Police  
   Mount Dora Police Department  
   1300 N. Donnelly Street  
   Mount Dora, FL 32757

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.
16. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the School Board of Lake County, Florida and the City of Mount Dora on this _____ Day of ________, 2019.

THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA

Attest: 

By: 

By: __________________________, Chairperson

Date: __________________________

CITY OF MOUNT DORA, FLORIDA

Attest: 

Gwen Keough-Johns, City Clerk

Approved: 

Sherry G. Sutphen, City Attorney

By: Nick Girone, Mayor
EXHIBIT “A”

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with Mount Dora Police Department’s standard operating procedures.

2. The SROs shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.

3. The SROs shall also assist the orderly flow of traffic on school grounds.

4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as Mount Dora Police Officers while assigned to the SRO program.

5. Each SRO shall be responsible to his/her agency in all matters relating to employment, however, activities conducted by the SROs which are part of the regular school instruction program shall be under the direction of the principal or his/her designee.

6. Each SRO shall be at his/her school during normal school hours of operation. During times that the SROs are unable to be on campus or need to leave campus, those times will be coordinated with the principal or his/her designee and each SRO’s supervisor.

7. The SROs shall perform such duties as directed by his/her agency when school is not in session. The principal or his/her designee shall advise the Officers’ supervisor of the school’s calendar.

8. The SROs may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.

9. All student record information will be maintained in accordance with the provisions of Florida Statutes.

10. The SROs shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SROs are in attendance. The SROs will not be assigned to a permanent school related duty post so as not to establish predictable patterns.

11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SROs shall take a prominent role
in supervision responsibilities, which shall be coordinated with and agreed to by the
SROs and the designated school principal. While school is in session, the SROs shall
be present on and around the school campus except as permitted in paragraph 5 of
this Exhibit A.

12. The SROs will serve as a referral resource for students, faculty and parents to
community agencies.
13. The SROs will serve as a Law Enforcement resource to school administration and the
district manager of security services.

14. The SROs shall be familiar and offer support with the plans and strategies for the
prevention and control of dangerous situations at the school.

15. The SROs will coordinate activities with the school administration and the school
guidance department in an effort to identify those students who exhibit indications of
early delinquent behavior.

16. The SROs shall attend meetings of school faculty and requested administrative
meetings during school hours on a regular basis.

17. The SROs shall not act as a school disciplinarian, as disciplining students is a school
responsibility. However, the principal shall contact the SROs for any violations of
the law, and the SROs shall determine whether law enforcement action is appropriate.

18. The SROs shall take law enforcement action as necessary and as permitted under
Florida law and shall inform the principal of such action unless it would
impede a criminal investigation, under such circumstances as practical. The SROs
shall take appropriate law enforcement action against intruders and unwanted guests
who may appear at the school and related school functions, to the extent that the
SROs may do so under the authority of law. Whenever practical, the SROs shall
advise the principal before requesting additional law enforcement assistance on
campus.

19. The SROs shall be informed by school personnel of any situation occurring on school
grounds that would appear to be a violation of the law of criminal nature.

20. The SROs shall maintain detailed accurate records of his/her activities, and provide a
written monthly report to the LAW ENFORCEMENT AGENCY who shall provide
such information to the Safe Schools Department of the SCHOOL BOARD.

21. The SROs and school administration shall work together to keep each other informed
during the course of all criminal investigations as permitted by law and as practical.
This provision shall not be interpreted so as to interfere with or impede the SROs’
law enforcement duties, obligations and/or powers.
22. The SROs shall work with school administration when determining whether an arrest should be made, or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SROs’ law enforcement duties, obligations or powers.

23. The SROs shall affect a physical arrest for felonies committed on school grounds, particularly those that are “Zero Tolerance”, as permitted by law.

24. The SROs shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.
DATE:    July 2, 2019

TO:      Honorable Mayor and City Council Members

FROM:    Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2019-54, Preliminary Plat Lakes of Mount Dora Phase 5C

Introduction:
This is a request for City Council to approve Resolution No. 2019-54.

Call Up Item
Mayor Asks Attorney to Read Resolution by Title Only
City Manager Background
Applicant Comments
Public Hearing
Discussion
Council Action

Discussion:
Further project descriptions and design elements are contained in Attachment #1 (Preliminary Plat Summary Report). The proposed subdivision is located south of SR 44 of the Lakes of Mount Dora. Phase 5C is a continuation of the home sites at Bridgeport Bay Circle on the western side of the community (61 Lots). Recently, the PUD was amended, along with other design standards, to increase the total number of residential units to 1,032. The proposed Preliminary Plat for Lakes of Mount Dora is consistent with the Final PUD approved by City Council under Ordinance No. 2018-02 enacted on June 5, 2018.

The sequences of events leading to presentation to City Council are as follows:

Note: On June 3, 3019, the applicant requested postponement of the request for consideration at the regularly scheduled June 4, 2019, City Council meeting in order to discuss with staff golf cart access and utility connection improvements.

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on May 15, 2019, recommended approval of the Preliminary Plat.
The Development Review Committee (DRC) at the April 24, 2019, approved the Preliminary Plat request and recommended to forward the same to the PZC.

**Budget Impact:**
There are no budgetary impacts to the City relative to the processing of the Preliminary Plat action.

**Strategic Impact:**
Development plans which address density and/or intensity changes are consistent with Growth Management and Economic Development Goals to foster development and growth opportunities.

**Recommendation** City Council approve Resolution No. 2019-54.

**Attachment(s):**
1. Preliminary Plat Summary Report

Prepared by: Vince Sandersfeld, Planning and Development Director
Reviewed by: Sherry Sutphen, City Attorney Approved - 6/20/2019
Michelle Jenkins, Assistant to the City Clerk Approved - 6/20/2019
Gwen Johns, City Clerk Approved - 6/20/2019
Robin R. Hayes, City Manager Final Approval - 6/20/2019
Report Date:
July 2, 2019

Reference/Support:
City's Land Development Code
PUD Ordinance No. 857
PUD Ordinance No. 2018-02

Background:

SITE SUMMARY:
Owner/Applicant: Medallion Home at Mount Dora, LLC
Project Engineer: Riddle Newman Engineering, Inc.
Existing Use: Vacant Land
Proposed Use: Single-Family Residential (61 lots)
Future Land Use: Low Density Residential (2.5 DU/AC or Less)
Zoning: PUD
Overlay Zones: None
Site Area: Total PUD: 558.70 acres
            Phase 5C: 15.60 acres

The applicant is requesting Preliminary Plat approval for Phase 5C of the Lakes of Mount Dora subdivision. The proposed subdivision is located south of SR 44 of the Lakes of Mount Dora. Phase 5C is a continuation of the home sites at Bridgeport Bay Circle on the western side of the community (61 Lots). Recently, the PUD was amended, along with other design standards, to increase the total number of residential units to 1,032.

Minimum living area shall be 1,200 sf (consistent with the original R-1 zoning). Each lot is required a minimum three canopy type trees (one must be planted as a lot frontage). Prior is issuance of the individual lot Certificate of Occupancy the builder is required to provide the City's Planning and Zoning Department certification of meeting the minimum landscaping requirements and standards of the PUD Master Plan and the City's Land Development Code. As required by the PUD, the lot size varies throughout the Lake of Mount Dora. Following are the lot breakdown by phase:
Phase 1  215 lots  
Phase 2  283 lots  
Phase 3A  32 lots  
Phase 3B  34 lots  
Phase 4A  57 lots  
Phase 4B  64 lots  
Phase 3C  14 lots  
Phase 5A  26 lots  
Phase 3D  101 lots  
Phase 5C  61 lots  
**TOTAL**  887 lots *(145 remaining lots for future phases)*

The minimum lot size breakdown and building setbacks are as follows:

<table>
<thead>
<tr>
<th>Lot Sizes</th>
<th>Building Setbacks</th>
</tr>
</thead>
<tbody>
<tr>
<td>48’ x 120’ (5760 square feet)</td>
<td>Front: 15 feet</td>
</tr>
<tr>
<td>60’ x 120’ (7200 square feet)</td>
<td>Side: 5 feet</td>
</tr>
<tr>
<td>80’ x 120’ (9600 square feet)</td>
<td>Rear: 15 feet</td>
</tr>
</tbody>
</table>

This section of the phase program addresses golf cart access to the and utility connect to the southern property directly located near the Country Club maintenance area.

The typical plan review steps are as follows: The Preliminary Plat Planning and Zoning Commission (PZC) recommendations are forwarded to the City Council for consideration. Once the Preliminary Plat has been approved, this authorizes the applicant to file the Final Construction Plan and Plat. These final plans and plat are reviewed by the Development Review Committee (DRC) for consistency with the, Planned Units Development (PUD) Master Plan (Development Plan), Preliminary Plat, the City’s Land Development Code, and the platting requirements pursuant to Florida Statutes. The last step is the Final Plan/Plat. Once DRC accepts the Final Plan/Plat this allows the applicant to begin the site infrastructure construction work through the issuance of a Site Development Permit.
RESOLUTION NO. 2019-54

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA
RELATED TO THE PRELIMINARY PLAT ENTITLED “LAKES OF
MOUNT DORA PHASE 5C”; PROVIDING FOR LEGISLATIVE
FINDINGS AND INTENT; PROVIDING FOR PRELIMINARY PLAT
APPROVAL WITH CONDITIONS; PROVIDING FOR THE
IMPLEMENTATION OF ADMINISTRATIVE ACTIONS;
PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENERS ERRORS; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Section 4.2.3 of the City’s Land Development Code, an application has been filed with the City of Mount Dora, Florida, for a Preliminary Plat entitled “Lakes of Mount Dora Phase 5C”; and

WHEREAS, the Lakes of Mount Dora Planned Unit Development (PUD) Final Development Plan (Final PUD Master Plan) was approved by the City on August 3, 2004, by Ordinance No. 857; amended on April 3, 2012, by Ordinance No. 2012-06; and amended again on June 5, 2018, by Ordinance No. 2018-02; and

WHEREAS, the Lakes of Mount Dora Phase 5C Preliminary Plat includes 61 single-family detach residential dwelling units; and

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

WHEREAS, the Development Review Committee reviewed the preliminary plat on April 24, 2019, and recommended approval as being in compliance with the minimum requirements of the City’s Land Development Code and as being consistent with the City’s Comprehensive Plan and controlling Florida law; and

WHEREAS, the Planning and Zoning Commission reviewed the Preliminary Plat on May 15, 2019, and recommended approval as being in compliance with the minimum requirements of the City’s Land Development Code and as being consistent with the City’s Comprehensive Plan and controlling Florida law; and

WHEREAS, the City of Mount Dora, Florida, considered the Preliminary Plat and finds it to be in compliance with the minimum requirements of the City’s Land Development Code and as being consistent with the City’s Comprehensive Plan and controlling Florida law; and

WHEREAS, pursuant to the Section 4.2.3.5 of the City’s Land Development Code, a Final Plat and Plan will be submitted to the City within six (6) months of this Preliminary Plat approval.
NOW, THEREFORE BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

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

SECTION 2. Approval of Preliminary Plat with Conditions. The City hereby approves the preliminary plat entitled “Lakes of Mount Dora Phase 5C” attached hereto as Exhibit “A”.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be 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 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the preliminary plat entitled “Lakes of Mount Dora Phase 5C”, 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 which 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 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 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

(Signatures on Following Page)
PASSED AND ADOPTED this 2nd day of July, 2019.

________________________________________
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.

________________________________________
Sherry G. Sutphen
City Attorney
EXHIBIT “A”
Lakes of Mount Dora Phase 5C Preliminary Plat
**Exhibit "A"**

**A. Bridgeport Bay Circle Detail - Typical**

- Valley Gutter Inlet Detail
- Finished Lot Grades Detail
- Sidewalk Detail
- Lot Grading Details

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**MINIMUM WIDTHS OF CLEARING & GRADES**

**LOCAL ROAD DETAIL - TYPICAL**

- Valley Gutter Inlet Detail
- Finished Lot Grades Detail
- Sidewalk Detail
- Lot Grading Details

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**GRATICULATION MASONRY**

- Sidewalk Detail
- Lot Grading Details
- Miami Curb Detail

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**SCALE: NOT TO SCALE**

- Bridgeport Bay Circle Detail - Typical
- Local Road Detail - Typical
- Valley Gutter Inlet Detail
- Finished Lot Grades Detail
- Sidewalk Detail
- Lot Grading Details
- Miami Curb Detail

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**July 2, 2019 City Council Agenda Packet**

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**Lakes of Mount Dora - Phase 2c**

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**FLORIDA**

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**Mount Dora**

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**C5.1**

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**DECEMBER SHEET**

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**GRATICULATION MASONRY**

- Sidewalk Detail
- Lot Grading Details
- Miami Curb Detail
DATE: July 2, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2019-86, Authorization to Negotiate for Professional Consultant Services

Introduction:
This is a request for City Council to approve Resolution No. 2019-86, Authorization to Negotiate for Professional Consultant Services.

Discussion:
Request to the City Council to approve the evaluation committee's ranking for RFQ # 19-GS-009 – Professional Consultant Services. The RFQ was published on April 10, 2019 (Attachment #1). The RFQ closed on May 16, 2019 at 2:00 PM. The Evaluation Committee met on June 5, 2019 at 9:00 AM to discuss and score all responsive proposals as received for this RFQ. The discussion was detailed and the scoring was consistent. Based on the Committee scores, the proposals were ranked within each individual group with a final ranking being determined for all. Vendors were notified by Notice of Intent to Award (Attachment #2) based upon the Committee's scoring sheet/ranking document (Attachment #3). The final ranking for each Group is as follows:

* Group A - Architectural services (Buildings and Facilities):
  #1-CPH, Inc.;
  #2-Bentley Architects & Engineers; and
  #3-The Lunz Group

* Group B - Historical resource services (Grants and Historic Reviews):
  #1-KCI Technologies

* Group C - Transportation and Parking Services:
  #1-CPH, Inc;
  #2-Booth Ern, Straughan & Hoitt (BESH); and
  #3-Neel Schaffer

* Group D - Traffic Calming Multi-Modal Transportation Master Plan and Citywide Neighborhood Traffic Calming Master Plan Program:
#1-CPH, Inc;
#2-Renaissance Planning; and
#3-Neel Schaffer

* Group E - Community Redevelopment Agency Consulting Services:
#1-CPH, Inc; and
#2-S&Me, Inc.

The Evaluation Committee recommends approval of these final ranking as stated above to the City Council and for entering into negotiations with each firm. Reference final scoring and ranking of proposals, per group as attached.

**Budget Impact:**
There is no budget impact at this time.

**Strategic Impact:**
Streamline procurement process for ongoing processional services projects. Expedite smaller City/CRA/Northeast CRA projects.

**Recommendation**
City Council approve Resolution No. 2019-86.

**Attachment(s):**
1. Request for Qualification - 19-GS-009
2. Notice of Intent To Award - 19-GS-009
3. Scoring Sheet - RFQ 19-GS-009

Prepared by: Adam Sumner, CRA Administrator
Reviewed by: Vince Sandersfeld, Planning and Development Director
Marilyn Douglas, Purchasing Manager
Sherry Sutphen, City Attorney
Michelle Jenkins, Assistant to the City Clerk
Gwen Johns, City Clerk
Robin R. Hayes, City Manager

Approved - 6/18/2019
Approved - 6/18/2019
Approved - 6/20/2019
Approved - 6/24/2019
Approved - 6/24/2019
Final Approval - 6/27/2019
Request for Qualification

NUMBER
RFQ# 19-GS-009

City of Mount Dora

PROFESSIONAL CONSULTANT SERVICES

Marilyn Douglas
Purchasing Manager
LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting Sealed Qualifications to provide PROFESSIONAL CONSULTANT SERVICES under RFQ#19-GS-009. Qualifications will be received until 2:00 p.m., May 07, 2019 by the Purchasing Department, City Hall, 510 North Baker Street, Mount Dora, FL 32757.

RFQ# 19-GS-009
“PROFESSIONAL CONSULTANT SERVICES”

☒ A pre-bid/pre-proposal conference is not applicable for this solicitation.

The City of Mount Dora does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Mount Dora’s website: www.cityofmountdora.com and also posted in the Lobby of City Hall.
1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

In accordance with the 40 USC Title 1101-1104 (Brooks Act) and the “Consultants Competitive Negotiation Act” (F.S. 287.055), the City of Mount Dora Finance Department (herein after, “City”) has issued this Request for Qualifications (hereinafter, “RFQ”) with the sole purpose and intent of obtaining Qualifications from interested and qualified firms offering to provide PROFESSIONAL CONSULTANT SERVICES in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to as the “Consultant”.

As is more fully explained in Section “6L” of this RFQ, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFQ. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of 12 square miles with a population of approximately 14,536. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds in each department.

More detailed information on the government and its finances can be found in City of Mount Dora’s Comprehensive Annual Financial Report for fiscal year 2017-2018 and in the City’s Annual Budget for fiscal year 2018-2019. Copies of these documents may be viewed on www.cityofmountdora.com. The City of Mount Dora is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this RFQ to Marilyn Douglas, Purchasing Manager, and submit such questions in writing to: Finance-Purchasing@cityofmountdora.com. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from Finance-Purchasing@cityofmountdora.com. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.cityofmountdora.com) and on DemandStar (www.demandstar.com).

D) Method of Source Selection

The City is using the Competitive Sealed Qualifications methodology of source selection for this procurement, as authorized by Resolution 2019-012 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the Qualification is responsive to the RFQ. Qualifications deemed to be non-responsive may be rejected without
being evaluated by the Evaluation Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). A responsive Qualification is one which has been signed and submitted by the specified Qualification deadline, and has provided the information required to be submitted with the Qualification. Poor formatting, poor documentation, incomplete or unclear information may be considered substandard submissions and may adversely impact the evaluation of a Qualification. Respondents who fail to comply with the required and/or desired elements of this RFQ do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Bid/Pre-Proposal Conference

☒ A pre-bid conference is not applicable for this solicitation.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFQ process.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFQ Notice</td>
<td>April 10, 2019</td>
</tr>
<tr>
<td>Last Date for Receipt of Written Questions</td>
<td>April 19, 2019 5:00 pm</td>
</tr>
<tr>
<td>Addendum Issued (If Applicable)</td>
<td>April 24, 2019</td>
</tr>
<tr>
<td>Opening Date</td>
<td>May 07, 2019 2:00 pm</td>
</tr>
<tr>
<td>Evaluation Committee to shortlist</td>
<td>May 22, 2019 9:00 am</td>
</tr>
<tr>
<td>Shortlisted Firm Presentations (if applicable)</td>
<td>TBD</td>
</tr>
<tr>
<td>Evaluation Committee to Recommend</td>
<td>May 22, 2019</td>
</tr>
<tr>
<td>Notice of Recommendation</td>
<td>May 22, 2019</td>
</tr>
<tr>
<td>City Council Hearing Date</td>
<td>June 18, 2019</td>
</tr>
</tbody>
</table>

2) GENERAL DESCRIPTION OF SPECIFICATIONS OR SCOPE OF WORK

Purpose

The City of Mount Dora, Florida (“City”) is seeking proposals from experienced and well-qualified firms or individuals for the provision of services in accordance with the Scope of Services described herein. Services under this RFQ shall be provided for the Community Redevelopment Agency, the Northeast Community Redevelopment Agency as well as all City departments.
SCOPE OF SERVICES

A) Services to Be Provided

The Scope of Services comprises the complete description of the Professional Services for which this RFQ has been issued.

Qualified firms wishing to submit to this RFQ are responsible for providing all professional services described herein, whether directly or through sub-consultants. The City reserves the right to approve or disapprove any sub-consultants. This does not, however, limit the use of qualified sub-consultants.

It is the City’s belief that the services are adequately described herein. Therefore, any negotiated contract that may result from this RFP shall be inclusive of the entire effort required to provide the services described. Specifically, no additional fees shall be allowed for any additional services arising for any reasons whatsoever accepting those directly attributable to the City’s errors or omissions. A provision to this effect shall be included in any negotiated contract.

B) Services

The scope of services that the City requires under this RFQ are based upon the City’s needs and anticipated future requirements. Each proposal will be considered on its own merits, relative to the City’s requirements.

The services described include architectural design, historic review, certificate of appropriateness, transportation and parking, parking studies and other related services as necessary to insure the completion of project(s). These additional services may be performed either in-house or through sub-consultants. All projects, at a minimum, will include deliverables in paper and electronic formats.

Specific electronic formats shall include:

- Textual: Microsoft Suite of Office Products (Word, Excel, Access, etc.)

- Drafting: Adobe PDF (scaled for 11x17 paper) and AutoCAD (DWG & DWF)

- GIS: ESRI ArcGIS

- Other: formats shall be as agreed to in individual Specific Authorizations

- The City acknowledges and understands that provision of electronic drawings shall be subject to limitations and other considerations of concern to professional consultants. It is the intent of the City to accommodate reasonable requirements of the firm regarding reuse of electronic drawings by other entities including the City. Specific details regarding the future use of submitted electronic drawings will be negotiated as part of individual Specific Authorizations.

The selected proposer will be expected to gather sufficient information to enable a “wage cost multiplier” proposal for each assigned project and a listing of primary contact and key
employees. The City reserves the right to request the inclusion or exclusion of specific personnel on a given Specific Authorization. Each specific authorization will be negotiated on a per project basis. In rare instances, the City will give consideration to alternative forms of proposals such as “lump sum” if it is in the best interest of both parties.

**GROUP A: ARCHITECTURAL SERVICES (BUILDINGS AND FACILITIES)**

The Evaluation Committee shall recommend a minimum of up to three (3) firm(s) to the City Council, Community Redevelopment Agency, and Northeast Community Redevelopment Agency for tasks under this Group.

The Successful Proposer(s)/Consultant(s) will be required to provide the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional architectural services including, but not limited to, conceptual renderings for new and existing buildings, facilities and amenities.

**Capital Projects under this Group include:**

- Public Works Building and EOC Center
- Pool Renovation (pool and locker room)
- Recreation/Park Facilities (recreation center, club house, sports courts)
- Docks/Boardwalks/Decks
- Library Renovations
- Pavilions/Picnic Shelters
- Amphitheater Improvements
- Trash Dumpster Enclosures
- Office Space Remodels
- Concept Plans production and review
- Welcome Center Kiosk
- Information Kiosk
- Wayfinding Signs
- Gateway Signs
- Parking Improvement (3rd & Baker Street and surrounding land)
- Rebuild and Expand Existing Public Parking
- Parking Improvements (Post office site on Donnelly Street and adjacent lands)
- Parking Improvements on other City owned or authorized locations in the City

**GROUP B: HISTORICAL RESOURCE SERVICES**

- The Evaluation Committee shall recommend a minimum of up to three (3) firm(s) to the City Council Community Redevelopment Agency, and Northeast Community Redevelopment Agency for tasks under this Group.

Successful Proposer(s)/Consultant(s) will be required to provide the following services primarily for the Planning & Development Department, Mount Dora Community Redevelopment Agency and the Northeast Community Redevelopment Agency for historical surveys and historical appropriateness review projects and to perform duties and provide certain services for solving historical related issues and providing historic services in support of other project grants, permits and loan applications.
Projects under this Group include:

- Historical Survey and Appropriateness Review for buildings and residences located within the City.

- Conduct an architectural resources survey within with city limits of Mount Dora. Florida Master Site File (FMSF) forms will be completed on all newly recorded historic properties and updated on all previously recorded sites.

- Inventory of properties: identification, recording and evaluation of current and potential historic structures.

- Prepare and provide completed Florida Master Site File (FMSF) forms of new or updated forms including photographs, and maps for each undocumented and/or non-registered property, structure, land, or site.

- Produce a “Preservation Plan” consisting of evaluation and recommendation of ways to better preserve Mount Dora’s historic resources in the future.

Provide on-call historic preservation application reviews for Certificates of Appropriateness (COA) consistent with City’s Land Development Code and Historic Preservation requirements.

Provide historic and architectural review requests (COA) for site and structural changes, additions, new development, demolitions of existing structures, and the like by providing a comment reports to determine consistency with the City’s adopted ordinances and historic guidelines.

Provide record of the architectural details of historic sites and structures for demolition request.

Provide all professional services to the City’s Land Development Code related to the City’s Historic Preservation ordinance. Review request for Historic Markers. Provide associated archeological and historic studies. This is an on-call professional service of all aspects of the Historic Preservation ordinance.

GROUP C: TRANSPORTATION AND PARKING SERVICES

The Evaluation Committee shall recommend a minimum of up to three (3) firm(s) to the City Council, Community Redevelopment Agency, and Northeast Community Redevelopment Agency for tasks under this Group.

The Successful Proposer/Consultant will be required to provide professional services for transportation related projects and to perform duties and provide services to include the following:
Projects under this Group include:

Parking Improvements (3rd & Baker Street);
Rebuild and Expand Existing Public Parking;
Parking Improvements (Post office site on Donnelly Street and adjacent lands);
Parking Improvements on other City/CRA owned or authorized locations in the downtown area;
Traffic flow/pattern review and updates;
Parking review and solutions.

Studies Under this Group include:

Parking capacity study to determine parking utilization at various designated locations.
Parking maximization studies – various locations.

GROUP D: TRAFFIC CALMING MULTI-MODEL TRANSPORTATION MASTER PLAN AND CITYWIDE NEIGHBORHOOD TRAFFIC CALMING POLICY PROGRAM.

The Evaluation Committee shall recommend a minimum of up to three (3) firm(s) to the City Council Community Redevelopment Agency, and Northeast Community Redevelopment Agency for tasks under this Group.

The Successful Proposer/Consultant will be required to provide professional services for transportation related projects and to perform duties and provide certain services.

Projects Under this Group include:

- Develop a Comprehensive Multi-Modal Transportation Master Plan for the City for a 10-year blueprint for improving the city’s transportation system and addressing key mobility needs to provide better travel options for the businesses, residents, visitors and employees of the city. The plan recommendations will seek to improve the performance of each modal element (vehicle, transit, bicycle, pedestrian, and freight) through improvements to the infrastructure and services, more seamless interconnection, enhanced management of travel and transportation resources and new and revised policies and procedures.

- Develop a written neighborhood traffic calming policy program with defined guidelines and eligibility criteria.

3) CITY’S RIGHT TO INSPECT

The City or its authorized Agent shall have the right to inspect the Consultant’s files to determine status of work on this project.

4) TERMS AND CONDITIONS OF CONTRACT

The City has included a contract/agreement. The Consultant shall be required to return a signed City contract/agreement as contained within this RFQ with your submittal. Terms and conditions can be found on the city’s website at: www.cityofmountdora.com.
A contract/agreement resulting from this RFQ shall be subject to the terms and conditions set forth in a City Contract and any terms and conditions included in this RFQ. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Consultant with their submittal until approved by Council.

A) **CONTRACT PERIOD**

The initial contract period will be for five (5) years. All rates contained on the Fee Schedule will remain in effect from the contract date through September 30, 2024.

B) **RENEWAL**

The contract may not be renewed for any additional periods.

C) **MINIMUM QUALIFICATIONS**

To be considered, the proposer must meet the minimum qualifications as listed below:

- **Certification:**

  The qualifying firm or individual must be Architects and Engineers licensed in the State of Florida.

- **General Experience**

  At least five (5) years of professional experience in performing the services described herein.

- **Local Government Experience**

  At least five (5) years of recent experience in performing services described above to one (1) or more local government agencies is preferred.

D) **COMPENSATION**

In general, the City’s preferred method of compensation is for services rendered on an hourly basis, consistent with actual hours worked and the fee schedule then in effect. A “Fee Schedule” will be made a part of the contract and all fees, payments, reimbursements, and costs paid to the successful proposer will be based on the contract fee schedule. The Fee Schedule will include the hourly rates for each member of the project team, including the position title and/or title. The fee schedule cannot be changed without the prior consent of the Procurement Manager. Progress payments may be requested on a monthly basis. The successful proposer will be paid periodically, but not more often than monthly upon presentation of a valid invoice or statement. The invoice or statement must clearly indicate the person generating the charge, the hourly rate
for that person, the actual work performed, the project or fund to be charged (as provided by City staff), and the appropriate purchase order number.

The City’s normal payment procedures (net 30 days) will be observed. No early payments will be approved.

No out of scope services will be provided in the absence of prior, written authorization in the form of a supplemental agreement and issuance of an appropriate change order to the existing Purchase Order. The City will accept no obligations for any services provided which do not conform to this requirement.

The City will not compensate the successful proposer or any person in the firm, for time spent traveling to or from City meetings/visits.

The City will not pay a retainer or similar fee.

**Reimbursement of Out-of-Pocket Expenses:**

If allowed by the contract, actual out-of-pocket expenses, such as word processing, photocopying, postage and the like will be reimbursed in accordance with the stated and agreed upon fee schedule.

**Per Diem Travel Expenses:**

The City’s Project Manager must approve any travel on behalf of the City by the successful proposer firm in advance. For approved travel, City employees will reimburse out-of-pocket expenses such as per diem and subsistence allowance for necessary travel expenses pursuant to the City’s existing travel policy governing travel.

**Other Incidental Expenses:**

The City will compensate the successful proposer for their incidental expenses, such as permit fees, incurred on behalf of the City at actual cost.

The City will not pay or reimburse the successful proposer for time or costs associated with maintenance of licenses, certifications, etc.

5) **GENERAL TERMS AND CONDITIONS**

A) **Licenses**

The Consultant is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Copies of the required licenses must be submitted with the bid/proposal response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to
perform the activities or work included in the contract documents. A Consultant, with an office within the City is also required to have a business tax receipt.

If you have questions regarding required professional licenses and Business Tax Receipt, contact the Finance Department at (352) 735-7120.

B) **Principals/Collusion**

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid/Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid/Proposal or in the contract to be entered into; that this Bid/Proposal is made without connection with any person, company or parties making a Bid/Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

C) **Taxes**

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) **Relation of City**

It is the intent of the parties hereto that the Consultant shall be legally considered an independent consultant, and that neither the Consultant nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Consultant, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) **Term Contracts**

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Consultant on thirty (30) days prior written notice.

F) **Termination**

Should the Consultant be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) **Liability**

The Consultant will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.
H) **Assignment**

The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I) **Lobbying**

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Qualification announcement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid/Proposal, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J) **Single Bid/Proposal**

Each Proposer must submit, with their bid/proposal, the required signed contract/agreement and all forms included in this **RFQ**. Only one bid/proposal from a legal entity as a primary will be considered. A legal entity that submits a bid/proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFQ**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **RFQ** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) **Protest Procedures**

Any appeal or protest to the Request for Bid/Proposal shall be governed by the City of Mount Dora’s Purchasing Policies and Procedures.

L) **Public Entity Crime**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid/proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids/proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, consultant, sub-contractor, or sub-consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.
M) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this RFQ document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time

b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids/proposals, RFQ, and/or quotes

c. Immediate termination of any contract held by the individual and/or firm for cause

O) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

P) Scrutinized Company List

SCRUTINIZED COMPANY LIST – STATE OF FLORIDA REQUIREMENT: Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of “Scrutinized Companies” is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of “Scrutinized Companies” can be found at the following link:
The company representative authorized to sign on behalf of the bidder, hereby CERTIFIES that the company identified as the Respondent is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. Authorized representative understands that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Company to civil penalties, attorney’s fees, and/or costs.

Q) **Billing Instructions – Awarded Professional Consultants**

Invoices, unless otherwise indicated, must show Work Order and Purchase Order numbers and shall be submitted in to the City of Mount Dora, Accounts Payable 510 North Baker Street, Mount Dora, FL 32757. Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

6) **INSTRUCTIONS FOR BID/PROPOSAL**

**A) Compliance with the RFQ**

Bids/Proposals must be in strict compliance with this RFQ. Failure to comply with all provisions of the RFQ may result in disqualification.

**B) Acknowledgment of Insurance Requirements**

By signing the Insurance Requirements included in this RFQ, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer’s insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer’s bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.
C) **Acknowledgment of Bonding Requirements**

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☒ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the most recent form of an AIA (American Institute of Architects) Document 310.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☒ Performance and Payment Bonds: For projects in excess of $200,000, bonds shall be submitted to the Purchasing Manager within 7 days of receipt of the city’s executed work/task order by Proposers receiving award, and written for 100% of the work/task order total estimate, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as “A-“ or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders’ surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Consultant is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Consultant shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner’s approval.
D) **Delivery of Bids/Proposals**

All bids/proposals are to be delivered before **2:00 p.m.**, local time, on or before **May 07, 2019** to:

City of Mount Dora  
Purchasing Department  
2nd Floor  
510 North Baker Street.  
Mount Dora, Florida 32757

The City shall not bear the responsibility for bids/proposals delivered to the Purchasing Department past the stated date and/or time indicated, or to an incorrect address by proposer’s personnel or by the proposer’s outside carrier.

However, the Purchasing Manager, or designee, shall reserve the right to accept bids/proposals received after the posted close time only under the following condition ONLY:

When the tardy submission of the bid/proposal is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline and proof is provided of same.

List the RFQ Number on the outside of the box or envelope and note “Request for Qualification enclosed.”

E) **Evaluation of Bids/Proposals (Procedure)**

The City’s procedure for selecting is as follows:

1. The City Manager shall approve an Evaluation Committee to review all RFQ’s submitted in accordance with Statutes. At a minimum, there will be one member of the Finance Department as part of the evaluation committee. There shall be a minimum of three members of the committee, but always an odd number.

2. All evaluation committee members shall review the Request for Qualifications (RFQ) issued.

3. Subsequent to the closing of the RFQ, the Purchasing Manager shall review the submittals received and verify whether each submittal appears to be minimally responsive to the requirements of the published RFQ. In instances where both the Purchasing Manager and Project Manager are appointed to the committee as voting members, such meetings shall be open to the public and the Purchasing Manager shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.

4. The committee members shall review each RFQ individually and score each submittal based on the evaluation criteria state herein.

5. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City
shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Qualification to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Manager to schedule the top ranked firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this RFQ at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a submittal by the City or a submission of a submittal to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Qualification does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFQ

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, Proposer shall immediately notify the Purchasing Manager, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Manager will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this RFQ from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFQ prior to submitting a submittal or it shall be waived.

G) Qualification, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Qualification in response to this RFQ, nor for the presentation of its Qualification and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Qualification, to reject any or all Qualifications, to re-solicit for Qualifications, if desired, and upon recommendation and justification by the City to accept the Qualification which in the judgment of the City is deemed the most advantageous for the public and the City.
Any Qualification which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Qualification of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Qualifications

Requests by the Purchasing Manager to a proposer(s) for clarification of Qualification(s) shall be in writing. Proposer’s failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Qualification.

J) Validity of Qualifications

No Qualification can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Qualifications.

All Qualifications shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

1. The Qualification shall be deemed an offer to provide services to the City. In submitting a Qualification, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

2. To facilitate the fair evaluation and comparison of Qualifications, all Qualifications must conform to the guidelines set forth in this RFQ. Any portions of the Qualification that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the Qualification. However, any Qualification that contains such variances may be considered non-responsive.

3. Qualifications should be prepared simply and economically, providing a straightforward concise description of the Proposer’s approach and ability to meet the City’s needs, as stated in the RFQ.

4. All copies of the Qualification should be bound and tabbed. The utilization of recycled paper for Qualification submission is strongly encouraged.

5. The items listed below shall be submitted with each Qualification and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Qualification.
REQUEST FOR QUALIFICATION (RFQ) # 19-GS-009
PROFESSIONAL CONSULTANT SERVICES

Table of Contents:

Tab I - Statement of Interest and Introduction:

The responding firm (or the lead firm if sub-consultants are proposed) will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. If sub-consultants are proposed, each sub-consultant must provide a similar letter, not exceeding one (1) page.

Tab II - Business / Firm History and Information:

A brief narrative, not exceeding two (2) pages, of the corporate history of the firm. This RFQ should clearly identify your organization’s general and local Florida government experience in providing the services requested. Be specific as to the number of years providing the specific services requested.

1. A summary of at least three (3), but not more than five (5) similar projects. Please choose projects in which your submittal is based upon. Each project will be listed on a separate page but may not exceed one (1) page and will include the following:
   - Project Name
   - Location
   - Owner’s Name and Address
   - Owner’s Current Contact Name, Title, Email and Phone Number
   - Description of Service
   - Project Value and Total Fees
   - Estimated and Actual Construction Cost (if known)
   - Describe similarities to the services required in this RFQ

2. The Proposer will identify, not exceeding one (1) page, the type of business entity involved (e.g.: Sole Proprietorship, Partnership, Corporation, Joint Venture, etc.). The Proposer will identify whether the business entity is incorporated in Florida, another State, or a foreign country. If a proposer is a corporation, provide a copy of the Certification from the Florida Secretary of State verifying the Proposer’s corporate status and good standing. The proposer will include a copy of their business license with their submittal.

3. Provide the Federal Employer Identification Number of the Proposer. In the case of a sole proprietorship or partnership, provide Social Security Numbers for all owners/partners.

4. If a Proposer is a State of Florida Certified Minority Business Enterprise, provide a copy of the Certification.
5. Identify, not exceeding one (1) page, office location where the majority of the services will be provided or work will be performed.

Tab III - Qualifications and Experience of the Project Team:

1. A description, not exceeding two (2) pages, of the proposed project team. This description should provide the names, titles, firm names (if sub-consultants are involved), and clearly identify the proposed role in the project team for each person.

2. Provide a current organizational chart of the firm and identify each principal of the firm and any other key personnel who will be professionally associated with the engagement.

3. For each person (not exceeding two (2) pages each), a brief description of qualifications which will include at minimum, the professional qualifications for each person, and a summary of experience on projects similar to that described by this RFQ, and summary of experience on projects similar to that described by this RFQ. This summary of experience will describe the services provided and the dates of such experience. Include their experience with local governments and other public entities. Also, identify the role the aforesaid individuals will assume in the contract with the City.

Tab IV - Quality Control, Sanctions and Adverse Litigation:

1. Include a descriptive statement, not exceeding two (2) pages, of the firm’s quality control/quality assurance procedures, including the qualifications of the person(s) responsible for quality assurance. If sub-consultants are involved, this statement will address the lead firm’s procedures relative to the sub-consultants.

2. Include a statement, not exceeding one (1) page, as to the firm’s or individual’s membership in professional organizations or associations.

3. List (not exceeding one (1) page) any regulatory or license agency sanctions.

4. Provide a summary (not exceeding two (2) pages) of any litigation, claim(s), or contract dispute(s) filed by, or against, the Proposer in the past ten (10) years that are related to the services that Proposer provides in the regular course of business. The summary will state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. For larger firms, the summary can be in the form of percentages instead of specifics.

Tab V - Workload:

1. Provide a listing of recent, current and projected workloads of the firm. The Proposer will include a graph or other informational diagram / format indicating the allocated and available man-hours. Indicate availability of staff to the City and identify any other governmental agencies currently being represented in the State of Florida.

2. Provide a listing of the volume of work previously awarded to the firm by the City. The information will be considered by the City with the object of effecting an equitable
distribution of contracts among qualified firms, provided such distribution does not violate the principal of selection of the most highly qualified firms.

Tab VI - Approach to the Engagement:

1. This section will include a statement of the firm’s approach to the project described herein. This statement of approach should not exceed ten (10) pages of narrative. If desired, this section may include up to five (5) additional pages of sketches, drawings or other graphic material if required to explain, clarify or demonstrate the firm’s approach to the project. Firms are encouraged to submit innovative, quality, professional and effective solutions. Firms are advised that all materials submitted become a public record upon opening of sealed submittals; therefore, no materials submitted for this section or any other part of this RFQ should contain proprietary or confidential information. A few general guidelines for this section are provided below; however, it is the City’s intention to provide responding firms as much flexibility as possible in this section. Please choose projects in which your submittal is based.

2. The statement of approach should begin with an introductory and overview section that describes the firm’s understanding of the services required.

3. The body of the statement of approach should describe the firm’s method of addressing the requirements of the project. Describe your understanding of the scope of services and the City’s needs, your approach to providing the described services, any specialized skills available, and any special considerations or possible difficulties in providing the described services.

4. Provide a statement as to your ability to stay within the budget requirements and what methods will be used to assure that the budget is not exceeded.

5. A statement of the firm’s capacity to perform the work within the required schedule. This should take the form of either narrative or chart which describes the available time for the proposed project team throughout the expected time frame for the project and which represents a commitment by the responding firms to allocate the necessary resources to the project.

Tab VII - Existing Relationships:

Identify (not to exceed one (1) page) any existing relationships that might affect either positively or negatively, your ability to perform the services requested.

Tab VIII - Additional Data:

Any additional information, which the proposer considers pertinent for consideration, should be included in this section (this includes exceptions and clarifications)

Tab IX - Required Forms

See section 7 of this RFQ.
Qualification Evaluation Committee and Evaluation Factors

All Qualifications will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Qualifications received in its evaluation and award process. For evaluation purposes, the term “Responsible” means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Qualifications shall include all of the information solicited in this RFQ, and any additional data that the offeror deems pertinent to the understanding and evaluating of the Qualification. Proposers should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Qualifications evaluated by an evaluation committee and scored for factors to include technical response, qualifications and experience.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer’s submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposer’s Qualifications (Firm &amp; Project Team)</td>
<td>25</td>
</tr>
<tr>
<td>Experience with Government Municipalities within the State of Florida and within the region.</td>
<td>25</td>
</tr>
<tr>
<td>Approach to the Engagement</td>
<td>25</td>
</tr>
<tr>
<td>Current Workload</td>
<td>15</td>
</tr>
<tr>
<td>Location of Primary Office in Florida</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>
Formal Oral Presentations/Interviews (If Requested) (maximum 4 X 2.5 = maximum 10 points)

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.

NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Mount Dora, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City’s option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither Contractor/Vendor/Consultant has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.
7) CONTRACT/AGREEMENT AND ALL REQUIRED FORMS

Required forms:

1. Proposers Checklist
2. Standard Professional Consultant Services Agreement
3. Conflict of Interest Affidavit
4. Vendor Certification Regarding Scrutinized Companies’ Lists
5. Proposers Qualification Form
6. Declaration Statement
7. Insurance Requirements
8. Drug Free Workplace Certification
9. Non-Collusion Affidavit of Prime Qualifier
10. Acknowledgements
11. Compliance with Public Records Law
12. References Form
13. Public Entity Crimes Statement
14. Firm Information
15. Sub-Consultant Listing
16. W9
17. Label
18. Addendums
PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

☐ The Standard Professional Consultant Services Agreement has been signed and included.

☐ All applicable forms have been signed and included

☐ All information as requested in the Proposer’s Qualification Form is included.

☐ Any addenda has been signed and included.

☐ The mailing envelope has been addressed to:

    Purchasing Department
    City of Mount Dora
    510 North Baker Street
    Mount Dora, Florida 32757

☐ The mailing envelope must be sealed and marked with Qualification Number “RFQ 19-GS-009”, Qualification Title “PROFESSIONAL CONSULTANT SERVICES” and May 07, 2019 “@ 2:00 pm”.

☐ The Qualification will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Qualification cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFQ NUMBER AND QUALIFICATION NAME ON THE OUTSIDE OF THE COURIER PACKET

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THIS AGREEMENT is made and entered into this ________ day of ____, 2019, by and between______
Florida and whose address is, hereinafter, called “CONSULTANT and the CITY OF MOUNT DORA, a
political subdivision of the State of Florida, whose address is 510 North Baker Street, Mount Dora, FL 32757,
hereinafter called “CITY”.

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the
terms and conditions of the Request for Qualifications (RFQ# 19-GS-009), and any exhibits, schedules and
attachments hereto, and any and all amendments relating to same, and any and all submittals from
CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the
final, complete and exclusive expression of the terms and conditions of the parties’ Agreement. Any and all
prior agreements, representations, negotiations, and understandings made by the parties, oral or written,
expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for a period of up to
five (5) years from the date of award.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a
lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed
in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT’s
estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. “Reimbursable Expenses” means the actual,
necessary and reasonable expenses incurred directly or indirectly in connection with the Project for:
transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of
reports, drawings and specifications, and similar Project-related items; as provided in the City’s Purchasing
Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given
by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the
party for whom it is intended at the place last specified. 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. For the present,
the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Gwen Johns, City Clerk
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757
(352)735-7126

For Consultant:
__________________________ (Name, Title)
__________________________ (Company)
__________________________ (Address)
__________________________ (City, State, Zip)
__________________________ (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of City, provided for under
this Agreement, are in addition and supplemental to any other rights and remedies provided by law.
SECTION 7. CONTROLLING LAW, VENUE, AND ATTORNEY’S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in Lake County, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney’s fees relating to any dispute arising under this Agreement.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT’s duties and obligations hereunder.

SECTION 12. PUBLIC RECORDS NOTICE.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CITY CLERK:

GWEN JOHNS, 510 NORTH BAKER STREET
MOUNT DORA, FL 32757, (352) 735-7126,
JOHNSG@CITYOFMOUNTDORA.COM.

Firm agrees to comply with public records laws, specifically to:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 for the duration of the contract term and following completion of the contract if the consultant does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the consultant or keep and maintain public records required by the public agency to perform the service. If the consultant transfers all public records to the public agency upon completion of the contract, 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 the contract, the consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 13. CITY STANDARD TERMS/POLICIES/PROCEDURES.

All standard City of Mount Dora policies procedures and standard contract provisions shall apply to this RFQ and its provisions contained therein, and to the extent of any conflict, the City’s standard terms and conditions will supersede. These standard terms can be found on the City’s website at: http://ci.mount-dora.fl.us/DocumentCenter/View/3564.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by City.

CITY OF MOUNT DORA

______________________________
Nick Girone, Mayor

Date: ________________________

CONSULTANT

______________________________
By _______________________
As: _________________________
Date: ________________________

Attest:

______________________________
Gwen Keough-Johns, City Clerk

Approved as to form & legality as to City of Mount Dora only.

______________________________
City Attorney
By: __________________________

State of ______________________)
City of ______________________)

SUBSCRIBED AND SWORN to before me this ____ day of __________________, 20____, by ________________________________, who is personally known to me to be the for the Firm, OR
who produced the following identification:
_______________________________________________________.

STAMP OR SEAL:

_________________________________________________________________
Notary Public, State of ___________________  
My Commission Expires: _____________

Attachments:  A. RFQ #19-GS-009  
              B. Firm Response to RFQ  
              C. Scope of Services

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.
Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

_________________________________________  _____________________________
Company                                     Address

_________________________________________  _____________________________
Authorized Signature                        City, State, Zip Code

_________________________________________  _____________________________
Printed Name & Title                        Telephone No.

_________________________________________  _____________________________
Email                                       Fax No.

State of ______________________)          
City of _____________________)          

SUBSCRIBED AND SWORN to before me this ___ day of ________________, 20___, by __________________________________, who is personally known to me to be the _____________________ for the Firm, OR who produced the following identification:
_____________________________________________________.

STAMP OR SEAL:

Notary Public, State of _________________________
My Commission Expires: _________________________

July 2, 2019 City Council Agenda Packet          Page 74 of 234
Respondent Vendor Name: ___________________________________________

Name of Company ___________________________________________

FEIN: ___________________________________________

Authorized Representative’s Name and Title ___________________________________________

Address: ___________________________________________

Phone Number: ___________________________ Email Address: ___________________________

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of “Scrutinized Companies” can be found at the following link:

https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled “Respondent Vendor Name” is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney’s fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.
Certified By: ________________________________________________

Authorized Signature (Print Name and Title) _________________________________

Print Name  _____________________________________________________________

Title  _________________________________________________________________

Signature Bidder/proposer understands and agrees that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Lists are created pursuant to section 215.473, Florida Statutes.
PROPOSER’S QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

<table>
<thead>
<tr>
<th>% Completed</th>
<th>Project</th>
<th>Contract Amount</th>
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LIST CURRENT PROJECTS IN WHICH YOU ARE THE CANDIDATE FOR AWARD:

__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________

OTHER INFORMATION ABOUT PROJECTS:

__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________

Have you, at any time, failed to complete a contract? □ Yes □ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
□ Yes □ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

__________________________________________________________________________________

FEES:

List total fees for work done on all projects in the past five (5) years, whether as an individual firm or as part of a joint venture. Fees must be listed individually by contract or project and then summarized as a total dollar amount. Attach additional page if necessary.

$________________Total Fees for work done on all past projects
REFERENCES:
Bank(s) Maintaining Account(s): ____________________________________________________
______________________________________________________________________________
Surety/Underwriter: (if required) _____________________________________________________
______________________________________________________________________________
Other References: (Use additional sheets if necessary)
______________________________________________________________________________
______________________________________________________________________________

TYPE OF FIRM:

☐ Corporation/Years in Business: ______. If firm is a corporation, please list state in which it is incorporated: _______________. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: ______

☐ Sole Proprietorship/Years in Business: ______

☐ Other: Please list: _________________ ______

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

________________________________________     __________________________________
Company                                          Address

________________________________________
Authorized Signature                            City, State, Zip Code

________________________________________
Printed Name & Title                            Telephone No.

________________________________________
Email                                            Fax No.

DECLARATION STATEMENT
RE: RFQ NO. 19-GS-009 “PROFESSIONAL CONSULTANT SERVICES”

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Qualification or in the contract to which this Qualification pertains, and that this Qualification is made without connection or arrangement with any other person and this Qualification is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Qualifications, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Qualification pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in RFQ #19-GS-009.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____________, 20__ in the City of _______________, in the State of _____________.

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INSURANCE REQUIREMENTS

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<tr>
<th>INSURANCE TYPE</th>
<th>REQUIRED LIMITS</th>
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<tr>
<td>☑ 1. Worker's Compensation</td>
<td>Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.</td>
</tr>
<tr>
<td>☑ 2. Commercial General Liability</td>
<td>Bodily Injury &amp; Property Damage</td>
</tr>
<tr>
<td>(Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.</td>
<td>$1,000,000 single limit per occurrence</td>
</tr>
<tr>
<td>☑ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees and paralegals’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.</td>
<td></td>
</tr>
<tr>
<td>☑ 4. Automobile Liability</td>
<td>$500,000 Each Occurrence Owned/Non-owned/Hired Automobile Included</td>
</tr>
<tr>
<td>☑ 5. Other Insurance as indicated below:</td>
<td>$1,000,000 Per Occurrence Errors and Omissions or Professional Malpractice Coverage</td>
</tr>
<tr>
<td>☑ 6. Aircraft Liability</td>
<td>$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.</td>
</tr>
<tr>
<td>☑ 7. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.</td>
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<tr>
<td>☑ 8. The City of Mount Dora must be named as &quot;ADDITIONAL INSURED&quot; on the Insurance Certificate for Commercial General Liability where required.</td>
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July 2, 2019 City Council Agenda Packet
9. The City of Mount Dora shall be named as the Certificate Holder.

   NOTE: The "Certificate Holder" should read as follows:

   City of Mount Dora
   Mount Dora, Florida

   No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

10. **Thirty (30) Days Cancellation Notice** required.

11. The Certificate must state the **RFQ Number and PROFESSIONAL CONSULTANT SERVICES**.

---

**PROPOSER’S AND INSURANCE AGENT’S STATEMENT:**

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

---

Company

---

Address

---

Authorized Signature

---

City, State, Zip Code

---

Printed Name & Title

---

Telephone No.

---

Email

---

Fax No.

---

Insurance Agency

---

Signature of Proposer’s Agent
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

(2) Inform employees about the dangers of drug abuse in the workplace, the business's 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 employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☐ YES  ☐ NO

_________________________________________  ______________________________________
Company                                                                 Address

_________________________________________  ______________________________________
Authorized Signature                                                                  City, State, Zip Code

_________________________________________  ______________________________________
Printed Name & Title                                                                  Telephone No.

_________________________________________  ______________________________________
Email                                                                              Fax No.
NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of _____________

County of ____________

______________________, being first duly sworn, deposes and says that:

He/she is ______________ of _______________________, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Company ___________________________ Address ___________________________

Authorized Signature ___________________________ City, State, Zip Code ___________________________

Printed Name & Title ___________________________ Telephone No. ___________________________

Email ___________________________ Fax No. ___________________________

State of _________________________) City of _____________________)

SUBSCRIBED AND SWORN to before me this _____ day of ________________, 20____, by ____________________________, who is personally known to me to be the ________________________ for the Firm, OR who produced the following identification:

__________________________________________________________________________________________.

STAMP OR SEAL:

_____________________________________________________

Notary Public, State of ______________
My Commission Expires: _____________
ACKNOWLEDGEMENTS

RFQ #19-GS-009- PROFESSIONAL CONSULTANT SERVICES

To: City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

__________________________________________
(Professional Consultant)

agrees to provide ENGINEERING SERVICES as defined in this Request for Qualifications document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Qualifier/Consultant has carefully examined the RFQ requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the ENGINEERING SERVICES called for by the RFQ documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Qualifications submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFQ.

Upon award of this RFQ, the City and Qualifier/Consultant each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFQ Documents.

The RFQ Document constitutes the entire agreement between City and Qualifier/Consultant and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Qualifier/Consultant, by signing these RFQ Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFQ Document.

Qualifier/Consultant shall guarantee ENGINEERING SERVICES within _______ calendar days from receipt of Purchase Order or Work Authorization/Notice to Proceed.

Dated this ______ day of _____________________, __________________

  (Month)  (Year)
INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _______________________________/_______________________
    (Signature)                                     (Print name)

Address: ________________________________________________________________

________________________________________________________________
________________________________________________________________

Telephone: (_____) _______________   Fax: (_____) ____________________

Taxpayer Identification Number (TIN): _________________

CORPORATION

By: ___________________________________________/__________________
    (Signature)                                                             (Print name)

Address: ___________________________________________________

________________________________________________________________
________________________________________________________________

Telephone: (_____) _____________   Fax: (_____) _____________________

Taxpayer Identification Number (TIN/EIN): _________________________

State Under Which Corporation Was Chartered:
__________________________________

Corporate President: __________________________________________________________
    (Print Name)

Corporate Secretary: __________________________________________________________
    (Print Name)

Corporate Treasurer: ________________________________________________________
    (Print Name)

CORPORATE SEAL

Attest By: __________________________
    Secretary

Signature: ___________________________ Date: __________
Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm’s credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company’s documents.

Company Name: ________________________________

Authorized representative (printed): ________________________________

Authorized representative (signature): ________________________________

Project Number: **RFQ #19-GS-009**

Date: ________________________________
REFERENCE FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for five (5) years or more. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: ____________________________________________
   Address: _______________________________________________________
   Point of Contact: _______________________________________________
   Phone #: ___________________ Email address: ________________________
   Service(s) Provided: _____________________________________________
   Dates of Service: _______________________________________________

2. Name of Company: ____________________________________________
   Address: _______________________________________________________
   Point of Contact: _______________________________________________
   Phone #: ___________________ Email address: ________________________
   Service(s) Provided: _____________________________________________
   Dates of Service: _______________________________________________

3. Name of Company: ____________________________________________
   Address: _______________________________________________________
   Point of Contact: _______________________________________________
   Phone #: ___________________ Email address: ________________________
   Service(s) Provided: _____________________________________________
   Dates of Service: _______________________________________________

4. Name of Company: ____________________________________________
   Address: _______________________________________________________
   Point of Contact: _______________________________________________
   Phone #: ___________________ Email address: ________________________
   Service(s) Provided: _____________________________________________
   Dates of Service: _______________________________________________

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by:_____________________________

[NAME] as the _______________________

[TITLE] of _______________________________

[BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is_________________________.

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

   ______ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

State of ______________________
City of _____________________

SUBSCRIBED AND SWORN to before me this ____ day of ________________, 20____, by _____________________, who is personally known to me to be the _____________________ for the Firm, OR who produced the following identification:

_______________________________________________________.

STAMP OR SEAL:

______________________________
Notary Public, State of ______________
My Commission Expires: ____________
FIRM INFORMATION

Firm is a:

( ) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other ____________________________ (Explain)

Federal Employer Identification Number: ____________________________

Firm Name: ______________________________________________________

Mailing Address: _________________________________________________

Telephone No.: ____________________________ Fax No.: ______________

Email Address: ____________________________ Web Address: ____________

If remittance address is different from the mailing address so indicate below.

Firm Name: ______________________________________________________

Remittance Address: _____________________________________________

_________________________________________________________________

_________________________________________________________________

Submitted by: ____________________________________________________

Name & Title Printed: _____________________________________________
RFQ#19-GS-009
PROFESSIONAL CONSULTANT SERVICES

SUB-CONSULTANT LISTING

Provide a name, and address of all sub-consultants that have the potential to work on this project

<table>
<thead>
<tr>
<th>Sub-Consultant:</th>
<th>Phone Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
Request for Taxpayer Identification Number and Certification

**Part I**

<table>
<thead>
<tr>
<th>1</th>
<th>Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Business name/disregarded entity name, if different from above</td>
</tr>
<tr>
<td>3</td>
<td>Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</td>
</tr>
<tr>
<td></td>
<td>Individual/sole proprietor or single-member LLC</td>
</tr>
<tr>
<td></td>
<td>C Corporation</td>
</tr>
<tr>
<td></td>
<td>S Corporation</td>
</tr>
<tr>
<td></td>
<td>Partnership</td>
</tr>
<tr>
<td></td>
<td>Trust/estate</td>
</tr>
<tr>
<td></td>
<td>Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)</td>
</tr>
<tr>
<td>Note:</td>
<td>Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</td>
</tr>
<tr>
<td>4</td>
<td>Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</td>
</tr>
<tr>
<td></td>
<td>Exempt payee code (if any)</td>
</tr>
<tr>
<td></td>
<td>Exemption from FATCA reporting code (if any)</td>
</tr>
<tr>
<td>5</td>
<td>Address (number, street, and apt. or suite no.) See instructions. Requester’s name and address (optional)</td>
</tr>
<tr>
<td>6</td>
<td>City, state, and ZIP code</td>
</tr>
<tr>
<td>7</td>
<td>List account number(s) here (optional)</td>
</tr>
</tbody>
</table>

**Part II**

**Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

**Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

| Signature of U.S. person* | Date * |

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid) Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
CITY OF MOUNT DORA
PURCHASING DEPARTMENT
2ND FLOOR
510 NORTH BAKER STREET
MOUNT DORA, FL 32757

RFQ# 19-GS-009

PROFESSIONAL CONSULTANT SERVICES

OPENING DATE/TIME: May 07, 2019 by 2:00 p.m.
RFQ # 19-GS-009
PROFESSIONAL CONSULTANT SERVICES
CITY OF MOUNT DORA

ADDENDUM NUMBER 1

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the ITB #19-GS-009 PROFESSIONAL CONSULTANT SERVICES for the above as fully and completely as if the same were fully set forth therein.

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

CLARIFICATIONS:

Originally Read as:
Capital Projects under this Group include:

- Public Works Building and EOC Center
- Pool Renovation (pool and locker room)

Now States:
The following Capital Projects as originally listed are now removed-
- Public Works Building and EOC Center
- Pool Renovations (pool and locker room)

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

Signature acknowledges receipt and understanding of this addendum.

________________________________________________________________________

Name/Title

________________________________________________________________________

Date
To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFQ #19-GS-009 PROFESSIONAL CONSULTANT SERVICES** for the above as fully and completely as if the same were fully set forth therein.

**CLARIFICATIONS:**

**Originally Reads as:**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFQ Notice</td>
<td>April 10, 2019</td>
</tr>
<tr>
<td>Last Date for Receipt of Written Questions</td>
<td>April 19, 2019 5:00 pm</td>
</tr>
<tr>
<td>Addendum Issued (If Applicable)</td>
<td>April 24, 2019</td>
</tr>
<tr>
<td>Opening Date</td>
<td>May 07, 2019 2:00 pm</td>
</tr>
<tr>
<td>Evaluation Committee to shortlist</td>
<td>May 22, 2019 9:00 am</td>
</tr>
<tr>
<td>Shortlisted Firm Presentations (if applicable)</td>
<td>TBD</td>
</tr>
<tr>
<td>Evaluation Committee to Recommend</td>
<td>May 22, 2019</td>
</tr>
<tr>
<td>Notice of Recommendation</td>
<td>May 22, 2019</td>
</tr>
<tr>
<td>City Council Hearing Date</td>
<td>June 18, 2019</td>
</tr>
</tbody>
</table>

**Now Reads as:**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFQ Notice</td>
<td>April 10, 2019</td>
</tr>
<tr>
<td>Last Date for Receipt of Written Questions</td>
<td>April 19, 2019 5:00 pm</td>
</tr>
<tr>
<td>Addendum Issued (If Applicable)</td>
<td>April 24, 2019</td>
</tr>
<tr>
<td>Opening Date</td>
<td>May 16, 2019 2:00 pm</td>
</tr>
<tr>
<td>Evaluation Committee to shortlist</td>
<td>June 4, 2019 10:00 am</td>
</tr>
<tr>
<td>Shortlisted Firm Presentations (if applicable)</td>
<td>TBD</td>
</tr>
<tr>
<td>Evaluation Committee to Recommend</td>
<td>June 4, 2019</td>
</tr>
<tr>
<td>Notice of Recommendation</td>
<td>June 4, 2019</td>
</tr>
<tr>
<td>City Council Hearing Date</td>
<td>June 18, 2019</td>
</tr>
</tbody>
</table>
Originally not included and now adding this Group E:

GROUP E: COMMUNITY REDEVELOPMENT AGENCY CONSULTING SERVICES

The Evaluation Committee shall recommend a minimum of three (3) firm(s) to the City Council for tasks under this Group.

The Successful Proposer/Consultant will be required to provide professional services as needed for redevelopment agency projects, plan updates, sub-area plans and to perform duties and provide certain services including but not limited to the following:

- Redevelopment Plan Updates
- Boundary Expansions / Modifications
- Findings of Necessity
- Highest and Best Use Analysis of Real Estate

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

Signature acknowledges receipt and understanding of this addendum.

________________________________________________________________________
Name/Title

________________________________________________________________________
Date
RFQ # 19-GS-009
PROFESSIONAL CONSULTANT SERVICES
CITY OF MOUNT DORA

ADDENDUM NUMBER 3

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the RFQ #19-GS-009 PROFESSIONAL CONSULTANT SERVICES for the above as fully and completely as if the same were fully set forth therein.

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

PLEASE BE ADVISED OF THE FOLLOWING QUESTIONS AND ANSWERS:

Q1. Are we permitted to apply for one or two areas rather than all areas?

A1. Yes.

Q2. Within the approach section can we include a 15-page approach with graphic interspersed throughout as applicable, or do the five pages of graphics need to follow ten pages of text? (Page 22, Tab VI – Approach to the Engagement bullet 1)

A2. Please have graphics follow text.

Q3. Qualified firms wishing to submit to the RFQ are responsible for providing all professional services described herein, whether directly or through sub-consultants. Please clarify the statement above. Can a firm submit on just 1 Group they are qualified for or is the City wanting firms/teams to submit on all 4 Groups?

A3. To clarify, sub-consultants can be utilized; however, no firm shall propose as a consultant and also be included as a sub-consultant under another proposer.

Each group will be considered an individual proposal. You must submit a separate proposal for each group under which you are qualified and interested in proposing.

Q4. Does the page count in each Tab count for all 4 groups or individual groups being submitted (i.e. Tab II - A summary of 3 but not more than 5 projects – is that 5 total projects for the entire proposal Groups A-D or 5 total pages per Group)?

A4. The requirements apply to each group proposal under which you propose. Five projects per proposed group.

Q5. How many copies of the proposal(s) are required for each category for the Professional Consultant Services?
**A5.** Proposers must submit THREE (3) total copies of the Proposal, one (1) original, one (1) exact hard copy, and one (1) exact electronic copy in PDF format, on a new USB flash drive.

**Q6.** Can a firm submit on just the individual groups they are qualified for?

**A6.** See A3.

**Q7.** If submitting for multiple groups under Tab II, Item 1. A summary of 3 but not more than 5 projects – is that 5 projects for the entire proposal including all groups being submitted for (A-E) or 5 total projects per Group)?

**A7.** See A4.

Signature acknowledges receipt and understanding of this addendum.

________________________________________

Name/Title

________________________________________

Date
Date: June 5, 2019

To: All Submitting Vendors

Re: INTENT TO AWARD: RFQ # 19-GS-009 – Professional Consultant Services – City Projects

On June 5, 2019, at 9:00 P.M. RFQ submittals for the above referenced project were received.

This letter serves as notification that the Evaluation Committee will make a recommendation to the City Council to award to multiple firms per group under this RFQ as the best option for meeting City requirements.

The Evaluation Committee met on June 5, 2019 at 9:00 AM to discuss and score all responsive proposals as received for this RFQ. The discussion was detailed and the scoring was consistent. Based on the Committee scores the proposals were ranked within each individual group with a final ranking being determined for all. The final ranking of submittals is attached to this document as Exhibit“A”.

The final ranking for each Group is as follows:

**Group A:** #1-CPH, Inc., #2-Bentley Architects & Engineers, #3-The Lunz Group  
**Group B:** #1-KCI Technologies  
**Group C:** #1-CPH, Inc, #2-Booth Ern Straughan & Hoitt (BESH), #3-Neel Schaffer  
**Group D:** #1-CPH, Inc, #2-Renissance Planning, #3-Neel Schaffer  
**Group E:** #1-CPH, Inc, #2-S&Me, Inc.

The Evaluation Committee will recommend approval of the final ranking as established above to the City Council and for entering into negotiations with each firm. Reference final scoring and ranking of proposals, per group as attached.

If you have any questions regarding the procurement procedures, please contact me via fax at 352.735.7176, or via e-mail at finance-purchasing@cityofmountdora.com.

We appreciate your interest in doing business with The City of Mount Dora and we look forward to receiving your submittals on future projects.

Regards,

**Marilyn J. Douglas**  
Purchasing Manager  
Purchasing Division  
City of Mount Dora
### 6/5/2019

<table>
<thead>
<tr>
<th>Group A Scores - Architectural Services</th>
<th>A. Sumner</th>
<th>M. Dickey</th>
<th>J. Grusauskas</th>
<th>Total Points</th>
<th>Average Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bentley Architects &amp; Engineers, Inc.</td>
<td>80</td>
<td>96</td>
<td>74</td>
<td>250</td>
<td>50.00</td>
</tr>
<tr>
<td>CPH Inc.</td>
<td>85</td>
<td>99</td>
<td>87</td>
<td>271</td>
<td>54.20</td>
</tr>
<tr>
<td>The Lunz Group</td>
<td>80</td>
<td>82</td>
<td>72</td>
<td>234</td>
<td>46.80</td>
</tr>
</tbody>
</table>

**Group A: Final Ranking**

1. CPH
2. Bentley
3. Lunz Group

<table>
<thead>
<tr>
<th>Group B Scores - Historical Resource Services</th>
<th>A. Sumner</th>
<th>M. Dickey</th>
<th>J. Grusauskas</th>
<th>Total Points</th>
<th>Average Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>KCI Technologies</td>
<td>98</td>
<td>86</td>
<td>79</td>
<td>263</td>
<td>52.60</td>
</tr>
</tbody>
</table>

**Group B: Final Ranking**

1. KCI

<table>
<thead>
<tr>
<th>Group C Scores - Transportation &amp; Parking Services</th>
<th>A. Sumner</th>
<th>M. Dickey</th>
<th>J. Grusauskas</th>
<th>Total Points</th>
<th>Average Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Booth Em Straughan &amp; Hiott Inc. (BESH)</td>
<td>98</td>
<td>86</td>
<td>79</td>
<td>263</td>
<td>52.60</td>
</tr>
<tr>
<td>CPH Inc.</td>
<td>93</td>
<td>99</td>
<td>84</td>
<td>276</td>
<td>55.20</td>
</tr>
<tr>
<td>Neel Schaffer</td>
<td>90</td>
<td>79</td>
<td>85</td>
<td>254</td>
<td>50.80</td>
</tr>
<tr>
<td>S&amp;ME, Inc.</td>
<td>85</td>
<td>84</td>
<td>80</td>
<td>249</td>
<td>49.80</td>
</tr>
</tbody>
</table>

**Group C: Final Ranking**

1. CPH
2. BESH
3. Neel-Schaffer

<table>
<thead>
<tr>
<th>Group D Scores - Calming Multi-Model Transportation Master Plan &amp; Citywide Neighborhood Traffic Calming Policy Program</th>
<th>A. Sumner</th>
<th>M. Dickey</th>
<th>J. Grusauskas</th>
<th>Total Points</th>
<th>Average Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPH Inc.</td>
<td>97</td>
<td>97</td>
<td>82</td>
<td>276</td>
<td>55.20</td>
</tr>
<tr>
<td>Neel-Schaffer</td>
<td>97</td>
<td>80</td>
<td>86</td>
<td>263</td>
<td>52.60</td>
</tr>
<tr>
<td>Renaissance Planning</td>
<td>100</td>
<td>90</td>
<td>83</td>
<td>273</td>
<td>54.60</td>
</tr>
<tr>
<td>S&amp;ME, Inc.</td>
<td>85</td>
<td>95</td>
<td>81</td>
<td>261</td>
<td>52.20</td>
</tr>
</tbody>
</table>

**Group D: Final Ranking**

1. CPH
2. Renaissance Planning
3. Neel-Schaffer

<table>
<thead>
<tr>
<th>Group E Scores - Surveying</th>
<th>A. Sumner</th>
<th>M. Dickey</th>
<th>J. Grusauskas</th>
<th>Total Points</th>
<th>Average Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPH Inc.</td>
<td>100</td>
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<td>55.00</td>
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<td>98</td>
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<td>81</td>
<td>274</td>
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</tbody>
</table>

**Group E: Final Ranking**

1. CPH
2. S&ME
RESOLUTION NO. 2019-86

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO RFQ19-GS-009, PROFESSIONAL CONSULTANT SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF RANKINGS AND AUTHORIZATION TO NEGOTIATE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City currently has a need for Professional Consulting Services from various disciplines for upcoming projects; and

WHEREAS, RFQ19-GS-009, Professional Consultant Services, was published on April 10, 2019; and

WHEREAS, RFQ19-GS-009, solicited for consultant services in the following fields: Architectural, Historic Resources, Transportation and Parking; Traffic Calming Master Plan and Programs and Community Redevelopment Agency; and

WHEREAS, the evaluation committee ranked the proposals in the different categories during the selection process and various firms were deemed to be the most responsive and responsible, qualified firms to provide the respective services contemplated by RFQ-19-GS-009; and

WHEREAS, the City desires to negotiate contracts for ongoing professional consulting services with the firms as set forth hereinafter.

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

SECTION 1. Legislative Findings and Intent. The City has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of Rankings and Authorization to Negotiate. The City hereby approves the following rankings and authorizes the City Manager and City Attorney to negotiate Professional Consultant Services contracts accordingly:

Resolution No. 2019-86
1 of 3
Group A - Architectural (buildings and facilities)
   1. CPH, Inc.
   2. Bentley Architects & Engineers
   3. The Lunz Group

Group B - Historical Resources
   1. KCI Technologies

Group C - Transportation and Parking
   1. CPH, Inc.
   2. Booth Ern Straughan & Hoitt (BESH)
   3. Neel Schaffer

Group D - Traffic Calming Master Plan and Program
   1. CPH, Inc.
   2. Renaissance Planning
   3. Neel Schaffer

Group E - Community Redevelopment Agency
   1. CPH, Inc.
   2. S&Me, Inc.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may be 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 4. Savings Clause. All prior actions of the CITY pertaining to RFQ19-GS-009, and the consulting services set forth herein, 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 the 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 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 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 2nd day of July, 2019.

______________________________
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 legality.

______________________________
Sherry G. Sutphen
City Attorney
DATE: July 2, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2019-64, Preliminary Plat Timberwalk

Introduction:
This is a request for City Council to approve Resolution No. 2019-64.

Call Up Item
Mayor Asks Attorney to Read Resolution
City Manager Background
Applicant Comments
Public Hearing
Discussion
Council Action

Discussion:
Further project descriptions and design elements are contained in Attachment #1 (Preliminary Plat Summary Report). The project is located southwest corner of Round Lake Road and Wolf Branch Road. The proposed Preliminary Plat for Timberwalk is consistent with the Final PUD approved by City Council under Ordinance No. 2019-01 enacted on March 19, 2019.

The sequences of events leading to presentation to City Council are as follows:

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on June 19, 2019, recommended approval of the Timberwalk Preliminary Plat.

The Development Review Committee (DRC) met on March 27, 2019, and again on April 29, 2019, and discussed the Preliminary Plat request. DRC approved the Preliminary Plat request at the April 29, 2019, meeting and recommended to forward the same to the PZC.

The applicant is requesting a Preliminary Plat of approximately 170.64 acres located along Wolf Branch Road and Round Lake Road. The Final PUD was approved by the City on February 19, 2019 and adopted March 19th, 2019 under Ordinance No. 2019-01. The proposed Preliminary Plat is consistent with the adopted PUD Master Plan.
The proposed Preliminary Plat provides open spaces along the perimeter and interior property boundaries. The proposed Preliminary Plat provides open spaces along the perimeter and interior property boundaries. A trail is proposed to connect the development to adjacent development and include regional trail connection. Multi-use fields are includes for recreational amenities (1.72 acres). The park sites will be owned and maintained by the Home Owners' Association.

**Budget Impact:**
There are no budgetary impacts to the City relative to the processing of the Preliminary Plat action.

**Strategic Impact:**
Development plans which address density and/or intensity changes are consistent with Growth Management and Economic Development Goals to foster development and growth opportunities.

**Recommendation** City Council approve Resolution No. 2019-64.

**Attachment(s):**
1. Preliminary Plat Summary Report

Prepared by: Vince Sandersfeld, Planning and Development Director
Reviewed by: Sherry Sutphen, City Attorney Approved - 6/20/2019
Michelle Jenkins, Assistant to the City Clerk Approved - 6/20/2019
Gwen Johns, City Clerk Approved - 6/20/2019
Robin R. Hayes, City Manager Final Approval - 6/20/2019
PRELIMINARY PLAT SUMMARY REPORT
TIMBERWALK

Report Date:
July 2, 2019

Reference/Support:
Section 3.4.5. Land Development Code
Final PUD Ordinance 2019-01 adopted on March 19, 2019

Background:

SITE SUMMARY:
Owners: KBC Development, Inc Michael J. Good
Applicant: D.R. Horton, Inc – Christopher N. Wrenn
Engineer: BESH, Inc. – Duane K. Booth, PE
Rick J. Travis, PSM
Existing Use: Vacant Land
Proposed Use: Single-Family Residential
Future Land Use: Low Density Residential (2.5 Dwelling Units per acres or less)
Units Proposed: 376 units
Zoning: Planned Unit Development (PUD)
Overlay Zones: Wekiva Study Area
Required Open Space: 30 percent
Gross Density: 2.2 Dwelling Units per acre
Net Density: 2.42 Dwelling Units per acre
Site Area: 170.64 Gross acres/ 154.84 Net acres

Analysis:
The applicant is requesting a Preliminary Plat of approximately 170.64 acres located along Wolf Branch Road and Round Lake Road. The Final PUD was approved by the City on February 19, 2019 and adopted March 19th, 2019 under Ordinance No. 2019-01. The proposed Preliminary Plat provides open spaces along the perimeter and interior property boundaries. A trail is proposed to connect the development to adjacent development and include regional trail connection. Multi-use fields are includes for recreational amenities (1.72 acres). The park sites will be owned and maintained by the Home Owner’s Association.
The proposal shows two phases; both phases will be constructed separately but are to be reviewed by the City concurrently. Ingress/egress includes two access points located off Round Lake Road. Additional future access points are planned connection to the west and southern properties. The subdivision layout includes future Round Lake Road right-of-way for the planned extension project.

Additional features include on-site retention ponds located throughout the community for stormwater management. The majority of the existing trees on-site will remain which are located in the northern section of the project and will remain as open space areas. Existing trees impacted by the proposed improvements are included in the tree removal and replacement mitigation plan. These tree details are included upfront in the overall development design.

<table>
<thead>
<tr>
<th>PUD Standards</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Min. Lot Width:</td>
<td>55’, 60’, 70’</td>
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<tr>
<td>Min. Lot Size:</td>
<td>6,000 sf to 9,000 sf</td>
</tr>
<tr>
<td>Min. Living Area:</td>
<td>1,300 sf</td>
</tr>
<tr>
<td>Min. Setbacks:</td>
<td>Front: 20’ and 25’</td>
</tr>
<tr>
<td></td>
<td>Corner: 10’ and 15’</td>
</tr>
<tr>
<td></td>
<td>Side: 7.5’ and 10’</td>
</tr>
<tr>
<td></td>
<td>Rear: 10’ and 25’</td>
</tr>
</tbody>
</table>

The typical plan review steps are as follows: The Preliminary Plat Planning and Zoning Commission (PZC) recommendations are forwarded to the City Council for consideration. Once the Preliminary Plat has been approved, this authorizes the applicant to file the Final Construction Plan and Plat. These final plans and plat are reviewed by the Development Review Committee (DRC) for consistency with the, Planned Units Development (PUD) Master Plan (Development Plan), Preliminary Plat, the City’s Land Development Code, and the platting requirements pursuant to Florida Statutes. Once DRC accepts the Final Plan/Plat this allows the applicant to begin the site infrastructure work through the issuance of a Site Development Permit and other agency permits.

**Notifications:**

Preliminary Plat JPA Notice to Lake County: March 4, 2019
Preliminary Plat Courtesy Notice to Lake County School: March 4, 2019
RESOLUTION NO. 2019-64

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA RELATED TO THE PRELIMINARY PLAT ENTITLED “TIMBERWALK”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PRELIMINARY PLAT APPROVAL; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Section 4.2.3 of the City’s Land Development Code, an application has been filed with the City of Mount Dora, Florida, for a Preliminary Plat entitled “Timberwalk”; and

WHEREAS, the Timberwalk Planned Unit Development (PUD) Final Development Plan (Final PUD Master Plan) was approved by the City on February 19, 2019, through City of Mount Dora Ordinance No. 2019-01; and

WHEREAS, the Timberwalk Preliminary Plat includes 376 single-family detached residential dwelling units; and

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

WHEREAS, the Development Review Committee reviewed the preliminary plat on March 27, 2019, and on May 29, 2019, and recommended approval as being in compliance with the minimum requirements of the City’s Land Development Code and as being consistent with the City’s Comprehensive Plan and controlling Florida law; and

WHEREAS, the Planning and Zoning Commission reviewed the Preliminary Plat on June 19, 2019, and recommended approval as being in compliance with the minimum requirements of the City’s Land Development Code and as being consistent with the City’s Comprehensive Plan and controlling Florida law; and

WHEREAS, the City Council of the City of Mount Dora, Florida, considered the Preliminary Plat on July 2, 2019, and finds it to be in compliance with the minimum requirements of the City’s Land Development Code and as being consistent with the City’s Comprehensive Plan and controlling Florida law; and

WHEREAS, pursuant to the Section 4.2.3.5 of the City’s Land Development Code, a Final Plat and Plan will be submitted to the City within six (6) months of this Preliminary Plat approval.

NOW, THEREFORE BE IT RESOLVED BY 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. The above recitals are hereby adopted.

SECTION 2. Approval of Preliminary Plat. The City hereby approves the preliminary plat entitled “Timberwalk” attached hereto as Exhibit “A”.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be 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 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the preliminary plat entitled “Timberwalk”, 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 which 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 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 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 2nd day of July, 2019.

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

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

GWEN KEOGH-JOHNS, MMC
CITY CLERK

Sherry G. Sutphen, City Attorney
EXHIBIT “A”
Timberwalk
Preliminary Plat
Preliminary Plat for Timberwalk by D.R. Horton
Round Lake Rd. and Wolf Branch Rd.

Section 27, Township 19, Range 27
Mt. Dora, Florida

Owner:
KBC Development, Inc
1590 Bobby Lee Point
Sanford, FL 32771
Phone: (407) 330-7022
Michael J. Good

Engineer/Planner:
Booth, Ern, Straughan, & Hiott, Inc.
902 North Sinclair Avenue
Tavares, FL 32778
Phone: (352) 343-8481
Duane Booth, P.E.

Surveyor:
Booth, Ern, Straughan, & Hiott, Inc.
902 North Sinclair Avenue
Tavares, FL 32778
Phone: (352) 343-8481

Index of Sheets
1. Cover Page
2. Master Site Plan
3. Aerial Plan
4. Existing Topo & Soils
5. Tree & Boring Locations 1
6. Tree & Boring Locations 2
7. Project, Tract, & Street Info
8. Preliminary Plat 1
9. Preliminary Plat 2
10. Preliminary Plat 3
11. Preliminary Plat 4
12. Preliminary Plat 5
13. Preliminary Plat 6
14. Preliminary Plat 7
15. Lot Dimension & Road Section
16. Trail Layout
17. Exterior Elevations (by Others)
18. Exterior Elevations (by Others)
19. Exterior Elevations (by Others)
20. Exterior Elevations (by Others)
21. Tree Preservation, Removal, and Mitigation (by LPG)
21. Tree Preservation, Removal, and Mitigation (by LPG)
21. Tree Preservation, Removal, and Mitigation (by LPG)
21. Tree Preservation, Removal, and Mitigation (by LPG)

Location Map
Scale: 1" = 2000'

Site
NOTES:

1. UTILITIES (WATER, RECLAIM WATER, AND SANITARY SEWER) IN COORDINATION WITH MEETINGS BETWEEN ENGINEER AND CITY OF MOUNT DORA PUBLIC PROVIDER.

2. ALL R.0.W. WIDTHS ARE 50 FT., UNLESS OTHERWISE NOTED.

3. ALL E.O.P. CORNER RADIUS ARE 35 FT., UNLESS OTHERWISE NOTED.

4. EXCEPT THAT PART DEEDED TO LAKE COUNTY, FLORIDA, BY DEED DATED AUGUST 23, 2000 AND RECORDED IN OFFICIAL RECORD BOOK 1106, PAGE 136 (HEREINAFTER "ALSO LOSS") AND EXCEPT THAT PART DEED TO LAKE COUNTY, FLORIDA, BY DEED DATED AUGUST 28, 2000 AND RECORDED IN OFFICIAL RECORD BOOK 1106, PAGE 136, PLUSE RECORDS OF LAKE COUNTY, FLORIDA CONTAINING 156.64 ACRES HEREIN."}

LEGAL DESCRIPTION:

A PORTION OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 13, THENCE S 56° 24' 47" E, A DISTANCE OF 1,154 FEET; THENCE S 89° 37' 18" W, A DISTANCE OF 5,847 FEET; THENCE N 32° 37' 36" W, A DISTANCE OF 2,374 FEET; THENCE E 37° 22' 37" N, A DISTANCE OF 1,153 FEET; THENCE N 59° 54' 47" W, A DISTANCE OF 2,375 FEET TO THE POINT OF BEGINNING; THENCE S 56° 24' 07" E, A DISTANCE OF 5,846 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 13; THENCE S 89° 45' 24" W, A DISTANCE OF 2,876 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 13; THENCE S 00° 00' 00" W, A DISTANCE OF 7,433,078 SQ FT± TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 13; THENCE S 00° 00' 00" W, A DISTANCE OF 7,433,078 SQ FT± TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 13; THENCE N 56° 24' 07" E, A DISTANCE OF 5,846 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 13; THENCE S 89° 37' 18" W, A DISTANCE OF 5,847 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 13; THENCE S 56° 24' 47" E, A DISTANCE OF 1,154 FEET TO THE POINT OF BEGINNING.

AND THE EAST 40 FEET OF THE EAST 1/4 OF SAID SECTION 13, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS AND EXCEPT THAT PART DEED TO LAKE COUNTY, FLORIDA, BY DEED DATED AUGUST 28, 2000 AND RECORDED IN OFFICIAL RECORD BOOK 1106, PAGE 136, PLUSE RECORDS OF LAKE COUNTY, FLORIDA CONTAINING 156.64 ACRES HEREIN."
PER PDE STUDY FROM LAKE COUNTY

FUTURE

EXISTING R/W LINE

45° BUFFER

SURFACE WATER

FUTURE

ROUND LAKE RD.

TRACT A
(0.87 AC)

TRACT B
(0.07 AC)

TRACT C
(1.89 AC)

TRACT D
(1.35 AC)

EXISTING R/W LINE

ROUND LAKE RD. R/W

PROP 5'

N 7° 03' 38"W

9,444 s.f.

176

N 70° 37' 38"W

9,465 s.f.

173

11,745 s.f.

179

10,899 s.f.

180

182

184

186

Scale:

IN FEET

0 50

0 100

ENDS

STARTS

DATE:

DESIGNED BY: DKB

CHECKED BY: DKB

FILE NAME:

PROFESSIONAL DUANE
TYPICAL LOT DIMENSIONS W/ SETBACKS

55' PRODUCT

60' PRODUCT

70' PRODUCT

CORNER LOT

FUTURE

R/W LINE

LOT LINE

1.5% MAX

TYPICAL INTERNAL 50' R.O.W.
SECTION W/ 10' MAJOR TRAIL (PUBLIC)

TYPICAL INTERNAL 50' R.O.W.
SECTION W/ 8' MINOR TRAIL (HOA)

100' R.O.W. BOULEVARD
ENTRANCE (NORTHERN
ROUND LAKE RD ENTRANCE)

ROAD & TRAIL SECTIONS

FUTURE ROUND LAKE ROAD
ROW W/ 12' TRAIL (BY OTHERS)

TYPICAL POND SECTION

NOT TO SCALE

NOTES:

1. POND BOTTOM TO BE SEEDED AND MULCHED.
2. POND SIDES TO BE LAID WITH SOD.
3. ALL PONDS TO HAVE A 1' BERM AROUND THE PERIMETER.

DATE: 6/6/2019
DESIGNED BY: DKB
DRAWN BY: PKV
CHECKED BY: DKB
JOB NO.: 181053.0002
FILE NAME: BASE6

July 2, 2019 City Council Agenda Packet
Page 127 of 234
TIMBERWALK / MODEL LINEUP

4EBB CALI

- Specifications:
  - Width: 39'8"
  - Depth: 69'8"

- Fiber Cement Siding
- Finish Coating over Primed Stucco Finish

4EHB HAYDEN

- Specifications:
  - Width: 39'8"
  - Depth: 40'8"

- Fiber Cement Siding
- Finish Coating over Primed Stucco Finish
TIMBERWALK / MODEL LINEUP

5EDB DENTON

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<th>DEPTH</th>
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<td>49'8&quot;</td>
<td>48'8&quot;</td>
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FINISH COATING OVER PRIMED STUCCO FINISH

BELLOMORE

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<tr>
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<td>40'</td>
<td>83'</td>
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FINISH COATING OVER PRIMED STUCCO FINISH

CALDER

<table>
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<th>WIDTH</th>
<th>DEPTH</th>
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<tbody>
<tr>
<td></td>
<td>40'</td>
<td>83'</td>
</tr>
</tbody>
</table>

FINISH COATING OVER PRIMED STUCCO FINISH
TIMBERWALK / MODEL LINEUP

JACKSON

SPECs: WIDTH  DEPTH
40'       66'

FINISH COATING OVER PRIMED STUCCO FINISH

ROBINSON

SPECs: WIDTH  DEPTH
40'       74'

FINISH COATING OVER PRIMED STUCCO FINISH

FIBER CEMENT SIDING
### Tree Inventory And Removal Matrix

**Timberwalk**

**Tree Preservation, Removal and Mitigation**

Mount Dora, FL

June 06, 2019

<table>
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<tr>
<th>Tree ID</th>
<th>Species</th>
<th>Diameter</th>
<th>Location</th>
<th>Status</th>
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<tbody>
<tr>
<td>1</td>
<td>Oak</td>
<td>10</td>
<td>Front</td>
<td>Good</td>
</tr>
<tr>
<td>2</td>
<td>Maple</td>
<td>12</td>
<td>Back</td>
<td>Poor</td>
</tr>
<tr>
<td>3</td>
<td>Pine</td>
<td>8</td>
<td>Sidewalk</td>
<td>Healthy</td>
</tr>
<tr>
<td>4</td>
<td>Elm</td>
<td>14</td>
<td>Entrance</td>
<td>Dead</td>
</tr>
<tr>
<td>5</td>
<td>Cypress</td>
<td>16</td>
<td>Parking</td>
<td>Neutral</td>
</tr>
<tr>
<td>6</td>
<td>Walnut</td>
<td>18</td>
<td>Lobby</td>
<td>Viable</td>
</tr>
</tbody>
</table>

**July 2, 2019 City Council Agenda Packet**

Page 134 of 234
NOTES:

1. PROJECT BOUNDARY SHOWN HEREIN IS TAKEN FROM A PREVIOUS SURVEY PERFORMED BY THIS FIRM ON 12/10/2018.

2. TRESSES SHOWN ARE SAME LOCATION AS SHOWN ON CITY OF MOUNT DORA'S LAND DEVELOPMENT REQUIREMENTS. TREES WITH A WIDTH OF 24 INCHES OR MORE ARE PROVIDED WITH AN APPROXIMATE DRIP RADIUS AND HEIGHT.

3. SEE SHEETS 3 AND 4 FOR TREE IDENTIFICATION.

4. AS OF 02/05/19, THERE WERE 1240 TREES LOCATED BY THIS SURVEY.

GRAPHIC SCALE

1 Inch = 100 Feet

CERTIFIED TO:

D.R. HORTON, INC.
FIRST AMERICAN TITLE INSURANCE COMPANY
GOLDBOLD, DOWNING & RENTZ, P.A.
<table>
<thead>
<tr>
<th>Tag</th>
<th>Trunk</th>
<th>Code</th>
<th>Job No</th>
<th>Height (ft)</th>
<th>Comment</th>
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</thead>
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<tr>
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<td>1A</td>
<td>2000</td>
<td>30</td>
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<tr>
<td>T2</td>
<td>CHERRY</td>
<td>2A</td>
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<td>35</td>
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**Code:**
- A: Above
- B: Below
- C: Center
- D: Diameter
- E: Elevation
- F: Field
- G: Grade
- H: Height
- I: Intersection
- J: Job
- K: Kind
- L: Location
- M: Measurement
- N: Note
- O: Observation
- P: Property
- Q: Quality
- R: Radius
- S: Shape
- T: Tag
- U: Usage
- V: Volume
- W: Width
- X: X-ray
- Y: Year
- Z: Zone

**Height:**
- 0-9: Number range
- 10: Ten
- 20: Twenty
- 30: Thirty
- 40: Forty
- 50: Fifty
- 60: Sixty
- 70: Seventy
- 80: Eighty
- 90: Ninety
- 100: One hundred
- 200: Two hundred
- 300: Three hundred
- 400: Four hundred
- 500: Five hundred
- 600: Six hundred
- 700: Seven hundred
- 800: Eight hundred
- 900: Nine hundred
## Tree Location Survey

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*Note: Trunk codes are OAK, CHERRY, PINE, etc.*

*Comment field can include specific details about the tree location and condition.*
DATE: July 2, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager


Introduction:
This is a request for City Council to approve Resolution No. 2019-89, demolition of the Public Works Complex located at 1250 N Highland Street. The Public Works & Utilities Department vacated the central office building on North Highland Street in 2012 upon discovering unhealthy levels of mold. Asbestos-containing material (ACM) also was found in the building. Satellite buildings on the site continued to be used for operations. The central office building has remained unoccupied since it was vacated. The City plans to build a new Public Works Complex at a site on Limit Avenue. City Operations (employees and equipment/inventory) are housed temporarily at a site on Robie Avenue.

Discussion:
On May 17, 2019 the City opened three bids for ITB# 19-PW-024, Demolition of Public Works Complex. The scope of the demolition project is to raze all buildings, remove infrastructure and stabilize the area with grass. The fuel depot and a service road will remain for the use of City vehicles. The lowest qualified bidder was Samsula Waste, Inc. with a base bid of $138,266.31, not including options. The City issued an Intent to Award ITB# 19-PW-024 for Samsula Waste, Inc. on May 20, 2019.

Budget Impact:
The cost for the demolition of the Public Works building will be split from the accounts below:

- 001-5720-534.00-00 15%
- 118-5152-534.00-00 10%
- 410-5310-534.00-00 35%
- 421-5360-534.00-00 35%
- 440-5370-534.00-00 5%

Strategic Impact:
Demolition of the complex will enhance public safety by removing a potential hazardous attraction. The project will promote economic development for future public use of the site.

**Recommendation** City Council approve Resolution No. 2019-89.

**Attachment(s):**
1. Invitation to Bid - 19-PW-024
2. Bid - 19-PW-024
3. Bid Tabulation - 19-PW-024
4. Notice of Intent to Award - 19-PW-024
Invitation to Bid

NUMBER
ITB# 19-PW-024

City of Mount Dora

Demolition of Public Works Complex

Marilyn Douglas
Purchasing Manager
LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting Sealed Bids to provide services under ITB#19-PW-024- Demolition of Public Works Complex. Bids will be received until 2:00 pm, on May 17, 2019 by the Purchasing Department, City Hall, 510 North Baker Street, Mount Dora, FL 32757.

ITB# 19-PW-024
“DEMOLITION OF PUBLIC WORKS COMPLEX”

A □ non-mandatory ☒ mandatory on-site pre-bid/pre-proposal conference will be held only once April 29, 2019, commencing promptly at 9:00 am at the Complex location at 1250 N. Highland Street, Mount Dora, FL 32757.

If this pre-bid conference is denoted as “mandatory”, prospective proposers must be present in order to submit a bid response.

The City of Mount Dora does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Mount Dora’s website: www.cityofmountdora.com, on www.demandstar.com and also posted in the Lobby of City Hall.

All meetings, unless noted otherwise, will be held in the Conference Room on the first floor of City Hall. Please be advised that dates, time, and locations are subject to change and will be posted in the Lobby of City Hall.
TABLE OF CONTENTS

1) Introduction/Overview................................................................. 4
   A) Purpose/Objective................................................................. 4
   B) Background.......................................................................... 4
   C) Inquiries ............................................................................. 4
   D) Method of Source Selection.................................................. 5
   E) Pre-Bid Conference............................................................... 5
   F) Projected Timetable............................................................... 5
2) General Description of Specifications or Scope of Work............... 6
3) City’s Right to Inspect............................................................... 7
4) Terms and Conditions of Contract............................................. 8
5) General Terms and Conditions................................................ 7
   A) Licenses ............................................................................. 7
   B) Principals/Collusion............................................................. 8
   C) Taxes ............................................................................... 9
   D) Relation of City.................................................................. 9
   E) Term Contracts................................................................. 9
   F) Termination ....................................................................... 9
   G) Liability ............................................................................ 8
   H) Assignment ....................................................................... 9
   I) Lobbying .......................................................................... 9
   J) Single Bid.......................................................................... 10
   K) Protest Procedures............................................................. 10
   L) Public Entity Crime............................................................. 10
   M) Conflict of Interest............................................................ 9
   N) Prohibition of Gifts to City Employees............................... 10
   O) Immigration Reform and Control Act............................... 11
6) Instructions for Bid...................................................................... 11
   A) Compliance with the ITB...................................................... 11
   B) Acknowledgment of Insurance Requirements..................... 11
   C) Acknowledgment of Bonding Requirements....................... 12
   D) Delivery of Bids................................................................. 13
   E) Evaluation of Bids (Procedure)............................................ 13
   F) Ambiguity, Conflict, or Other Errors in the ITB................... 14
   G) Bid, Presentation, and Protest Costs................................. 14
   H) Acceptance or Rejection of Bids........................................ 14
   I) Requests for Clarification of Bids........................................ 14
   J) Validity of Bids.................................................................... 15
   K) Response Format............................................................... 15
   L) Bid Evaluation Committee and Evaluation Factors.............. 15
7) Contract / Agreement and All Required Forms............................ 17
1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

The City of Mount Dora has issued this Invitation to Bid (hereinafter, “ITB”) with the sole purpose and intent of obtaining bids from interested and qualified vendors offering to provide services under this ITB #19-PW-024 “Demolition of Public Works Complex”, in accordance with the specifications stated and/or attached herein/hereto. The successful bidder will hereinafter be referred to as the “Contractor”.

If awarded, a contract to provide these services will be effective on the date such contract is approved by the City of Mount Dora, City Council (herein after, the “Council”), signed by all required parties and filed with the City Clerk.

As is more fully explained in Section “6L” of this ITB, an award, if made, will be made to the best overall bidder(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this ITB. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of 12 square miles with a population of approximately 14,536. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds in each department.

More detailed information on the government and its finances can be found in City of Mount Dora’s Comprehensive Annual Financial Report for fiscal year 2017-2018 and in the City’s Annual Budget for fiscal year 2018-2019. Copies of these documents may be viewed on www.cityofmountdora.com and www.demandstar.com. The City of Mount Dora is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this ITB to Marilyn Douglas, Purchasing Manager, and submit such questions in writing to: Finance-Purchasing@cityofmountdora.com. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Bidders must clearly understand that the only official answer or position of the City will be the one stated in writing from Finance-Purchasing@cityofmountdora.com. All questions asked, along with the answers rendered will be electronically distributed to vendors registered for this solicitation and additionally posted on the City website (www.cityofmountdora.com) and on DemandStar (www.demandstar.com).
D) **Method of Source Selection**

The City is using the Bids methodology of source selection for this procurement, as authorized by Resolution 2019-012 establishing and adopting the City Purchasing Policy. Each Bid will be reviewed to determine if the Bid is responsive to the ITB. Bids deemed to be non-responsive may be rejected. A responsive Bid is one which has been signed and submitted by the specified Bid deadline, and has provided the information required to be submitted with the Bid. Poor formatting, poor documentation, incomplete or unclear information may be considered substandard submissions and may adversely impact consideration of a Bid. Respondents who fail to comply with the required and/or desired elements of this ITB do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible bidders determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) **Pre-Bid Conference**

**Pre-bid Conference**

☐ A pre-bid conference is not applicable for this solicitation.

☐ ☐ non-mandatory ☒ mandatory pre-bid conference will be held on **April 29, 2019**, commencing promptly at **9:00 am**, and will be held at the Public Works Complex, 1250 North Highland Street, Mount Dora, Florida 32757.

If this pre-bid conference is denoted as “mandatory”, prospective bidders must be present in order to submit a bid response.

F) **Projected Timetable**

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the ITB process.

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<th>Event</th>
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<tbody>
<tr>
<td>ITB Notice</td>
<td>April 18, 2019</td>
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<tr>
<td>Mandatory Pre-Bid</td>
<td>April 29, 2019 9:00 am</td>
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<tr>
<td>Last Date for Receipt of Written Questions</td>
<td>May 6, 2019 5:00 pm</td>
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<td>Addendum Issued (If Applicable)</td>
<td>May 9, 2019</td>
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<td>Bid Opening Date</td>
<td>May 17, 2019 2:00 pm</td>
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<td>Notice of Recommendation</td>
<td>May 22, 2019</td>
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<tr>
<td>City Council Meeting Date</td>
<td>June 18, 2019</td>
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</table>
2) GENERAL DESCRIPTION OF SPECIFICATIONS OR SCOPE OF WORK

Background:

The City of Mount Dora owns approximately 4.5 acres from Highland Street to Simpson Street between Lincoln Avenue and the vacated 12th Avenue right of way. The site consists of approximately 18,000 square feet of concrete masonry type structures with asphalt shingle roofs; 1,100 square foot wood pole barn with metal siding and roof; and approximately 26,000 square feet of metal shelters with metal siding on three sides and metal roofs.

There are various concrete slabs, asphalt drives, lime rock drive, asphalt parking areas, and underground utilities and storm water facilities that must be removed in the demolition.

An existing 10,000 gallon double wall above ground fuel storage tank, associated pump and piping, and the containment area are existing to remain. The fuel depot will be placed on inactive status for the duration of demolition.

The City desires all improvements on the site to be demolished and disposed of in accordance with all applicable federal, state and local rules, laws and regulations. The project shall result in a vacant lot, vegetated and stabilized with positive storm water drainage to prevent the flooding of surrounding property and rights of way. A twelve (12) foot wide loop road of existing asphalt pavement shall be left in place to serve the fuel depot remaining on the site.

CMU structures on the site have previously tested positive for mold colonization and asbestos. Asbestos was primarily located in popcorn ceilings throughout, joint compound on walls, and floor tile. The report with findings is attached as Exhibit A. The building(s) may potentially have lead based paint based on the date of construction.

Contractors shall include all testing and required remediation as necessary to complete demolition completely, safely, and in compliance with all applicable local, state, and federal rules, laws and regulations as well as industry best practices.

The City desires project completion as soon as possible. Total duration shall not exceed 60 days from project demolition start to completion. All permits and plans required to complete this scope will be the proposer’s responsibility. The City estimates permit costs of $2,000.

The scope of service shall include, but is not limited to:

1. Proposers shall submit a project schedule with proposal packages.
2. Furnish and install temporary construction fencing, posted “No Trespassing – Active Construction Site” or similar around the entire perimeter of the site.
3. Furnish, install and maintain all required Best Management Practices (BMPs) to prevent erosion, sediment, or stockpiles debris from leaving the site. BMPs shall include silt fence along perimeter, tracking prevention at site entrance/exit, inlet protection within a minimum one block radius, and all other required BMPs to meet State and local NPDES requirements.
4. Demolish all improvements on the site including, Concrete Masonry Unit (CMU), wood, and metal buildings, fencing, signage, asphalt pavement, concrete slabs and paving, poles, and other site improvements.
5. Remove all above and below ground utilities serving the site. This includes all storm water structures and pipes, wastewater lines, water lines, and electric and data cable located during demolition. Water and wastewater services shall be capped at the edge of the right of way and marked with a stake. Electrical disconnect shall be coordinated with the electrical department.

6. Remove and dispose of any items left remaining in the project area.

7. Road base and associated materials including lime rock roads shall be removed from the site and lawfully disposed except as noted in line item #12.

8. Dispose of all materials removed in accordance with state and local requirements and industry best practices. Any hazardous materials shall be properly and lawfully disposed of and policies and procedures along with proof of disposal shall be provided to the City’s representative. Non-hazardous materials shall be disposed of in a C & D landfill or equivalent with all tickets provided to the City’s representative. Respondents shall provide a “Not to Exceed” cost for disposal or “tipping fees” and shall bill actual costs.

9. Respondents shall separate all metal building shell, structural, and roofing components and arrange for transportation or pickup by a scrap material handler. All proceeds shall be credited to the City of Mount Dora, less transportation costs incurred. Transportation costs to material handler shall not exceed the proceeds from sale of materials.

10. The site shall be graded flat with allowance for proper storm water runoff and all C& D or other foreign materials removed. Grade should prevent discharge of storm water onto adjacent parcels except where discharge was previously occurring.

11. Vegetative stabilization to be Bahia sod, or equivalent, shall be placed over all disturbed areas of the site.

12. Work shall include all materials, labor, administrative resources, and equipment required to remove all improvements as indicated and leave the site in a clean state with established vegetation.

13. The fuel storage tank, containment area, pump, and associated components shall remain. Care shall be taken to protect these facilities from damage during the project.

14. A 12 foot wide loop road serving the existing fuel depot shall be required. Existing asphalt paving and lime rock roads shall be left in place to serve this facility.

15. Temporary fencing and all other installations related to demolition and temporary stabilization shall be removed once sod is in place.

**SPECIAL CONDITIONS:**

1. Work hours shall abide by local noise ordinance from 7a.m. to 5p.m. EST.
2. All construction and environmental testing required to be completed prior to start of demolition.
3. Contractor shall create a video record of the work site to include, but not limited to, all existing improvement to remain such as sidewalks, trails, curb, roadways, and other facilities surrounding the site. Contractor shall repair or replace any damage caused to these facilities.
4. Proposers will be responsible for restrooms on the site.
5. Care should be taken to prevent damage to any trees on the site.
6. Contractor shall be responsible for repair or replacement of any components damaged during construction. Contractor shall be responsible for any costs or fines associated with any fuel spills that occur as a result of their operations.
7. The sidewalk adjacent to the site experiences heavy pedestrian traffic from Mount Dora Middle School. Care should be taken to protect pedestrians in this area.
8. Contractor shall water sod for 30 consecutive days post installation to ensure establishment.
9. All scrap proceeds shall be credited to the City of Mount Dora, less transportation costs incurred based upon cost provided in Schedule of Values. Transportation costs to material handler shall not exceed the proceeds from sale of materials.

10. Lawfully dispose of all materials removed in accordance with state and local requirements and industry best practices. Any hazardous materials shall be properly disposed of following policies and procedures. Proof of disposal shall be provided to the City’s representative.

11. Non-hazardous materials shall be disposed of in a Construction & Demolition (C & D) landfill or equivalent with all tickets provided to the City’s representative. Respondents shall provide a “Not to Exceed” cost for disposal or “tipping fees” and Contractor will bill for actual costs only.

12. Respondents shall separate all metal building shell, structural, and roofing components and arrange for transportation or pickup by a scrap material handler.

13. Dust prevention measures shall be in use at all times.

3) CITY’S RIGHT TO INSPECT

The City or its authorized Agent shall have the right to inspect the Seller’s files to determine status of work on this project.

4) TERMS AND CONDITIONS OF CONTRACT

A contract/agreement resulting from this ITB shall be subject to the terms and conditions set forth in the Contract and any terms and conditions included in this ITB. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Council.

All standard City of Mount Dora policies procedures and standard contract provisions shall apply to this ITB and its provisions contained therein, and to the extent of any conflict, the City’s standard terms and conditions will supersede. These standard terms can be found on the City’s website at: http://ci.mount-dora.fl.us/DocumentCenter/View/3564.

5) GENERAL TERMS AND CONDITIONS

A) Licenses

If required and/or requested, copies of any required licenses must be submitted with the bid response indicating that the bidder is properly licensed to perform the service requested. A Seller, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (352) 735-7178.

B) Principals/Collusion

By submission of this Bid, the undersigned, as Bidder, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that
this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) **Taxes**

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) **Relation of City**

It is the intent of the parties hereto that the Seller shall be legally considered an independent seller, and that neither the Seller nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Seller, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, vendor, firm, or corporation.

E) **Term Contracts**

If funds are not appropriated, cancellation will be accepted by this Seller on thirty (30) days prior written notice.

F) **Termination**

Should the Seller be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate any order immediately for cause; further the City may terminate for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) **Liability**

The Seller will not be held responsible for failure to perform due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) **Assignment**

The Seller shall not assign, transfer, convey, sublet or otherwise dispose of any or all of its rights, or interest therein, or his or its power to execute such services to any person, company or corporation without prior written consent of the City.

I) **Lobbying**

All vendors are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a vendor has submitted a Bid. Vendors and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Bid announcement to final Council approval**, no vendor or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or his designee(s). Failure to
abide by this provision may serve as grounds for disqualification for award of this bid to the vendor.

J) **Single Bid**

Each Bidder must submit, with their bid, the required signed contract/agreement, if applicable, and all forms included in this ITB. Only one bid from a legal bidder will be considered. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) **Protest Procedures**

Any appeal or protest to the Invitation to Bid shall be governed by the City of Mount Dora’s Purchasing Policies and Procedures.

L) **Public Entity Crime**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or reply on a contract to provide any goods or services to a public entity; may not submit a bid or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

M) **Conflict of Interest**

Bidder shall complete the Conflict of Interest Affidavit included as an attachment to this ITB document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a vendor from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) **Prohibition of Gifts to City Employees**

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

a. Prohibition by the individual, vendor, and/or any employee of the vendor from contact with City staff for a specified period of time

b. Prohibition by the individual and/or vendor from doing business with the City for a specified period of time, including but not limited to: submitting bids, ITB, and/or quotes
c. Immediate termination of any contract held by the individual and/or vendor for cause.

O) **Immigration Reform and Control Act**

Bidder acknowledges, and without exception or stipulation, any vendor(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded vendor(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

P) **Scrutinized Company List**

SCRUTINIZED COMPANY LIST – STATE OF FLORIDA REQUIREMENT: Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of “Scrutinized Companies” is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of “Scrutinized Companies” can be found at the following link:


The company representative authorized to sign on behalf of the bidder, hereby CERTIFIES that the company identified as the Respondent is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. Authorized representative understands that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Company to civil penalties, attorney’s fees, and/or costs.

6) **INSTRUCTION FOR BID**

A) **Compliance with the ITB**

Bids must be in strict compliance with this ITB. Failure to comply with all provisions of the ITB may result in disqualification.

B) **Acknowledgment of Insurance Requirements**

By signing the Insurance Requirements included in this ITB, Bidder acknowledges these conditions may include Insurance Requirements.
It should be noted by the Bidder that, in order to meet the City's requirements, there may be additional insurance costs to the Bidder's vendor. It is, therefore, imperative that the bidder discuss these requirements with the Bidder's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Bidder. The Bidder's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Bidder's limit of, or lack of, sufficient insurance protection.

Bidder also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Bidder's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Bidder acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☐ Not Applicable

☒ Bid Bond: Shall be submitted with bid response in the most recent form of an AIA document 310.

The Bid Bond shall be retained by the City as liquidated damages if the successful Bidder fails to execute and deliver to the City the products/service, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. No bids including alternates, if applicable, shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Bidder said alternates at a later time and approved by the Finance Director or designee, and the successful Bidder.

☒ Performance and Payment Bonds: For projects in excess of $200,000, bonds shall be submitted with the executed contract by Bidders receiving award, and written for 100% of the Contract award amount, the cost borne by the Bidder receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as “A-“ or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.
All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Vendor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Vendor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner’s approval.

D) **Delivery of Bids**

All bids are to be delivered before **2:00 pm**, local time, on or before **May 17, 2019** to:

City of Mount Dora  
Purchasing Department  
510 North Baker Street  
2nd Floor  
Mount Dora, Florida 32757

The City shall not bear the responsibility for bids delivered to the Purchasing Department past the stated date and/or time indicated, or to an incorrect address by bidder’s personnel or by the bidder’s outside carrier. However, the Purchasing Department, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition:

The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

**Bidders must submit three (3) total copies of the bid, one (1) original one (1) copy and one (1) electronic copy in PDF format, on a USB flash drive.**

List the Bid Number and Bid Title on the outside of the box or envelope and note “Invitation to Bid enclosed.”

E) **Evaluation of Bids (Procedure)**

The City’s procedure for selecting is as follows:

1. Invitation to Bid issued.
2. The Department and the Purchasing Manager shall review the bids received and verify whether each bid appears to be minimally responsive to the requirements of the published ITB.
3. Vendor selection will be based on the lowest, compliant, qualified bid unless specified otherwise in the Invitation to Bid.
4. The City reserves the right to withdraw this ITB at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
5. Receipt of a bid by the City or a submission of a bid to the City offers no rights upon the Bidder nor obligates the City in any manner.

6. Acceptance of the bid does not guarantee issuance of any other governmental approvals. The City reserves the right to withdraw this ITB at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. Receipt of a bid by the City or a submission of a bid to the City offers no rights upon the Bidder nor obligates the City in any manner.

Acceptance of the Bid does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the ITB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the ITB, Bidder shall immediately notify the Purchasing Manager, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Manager will make modifications by issuing a written revision and will give written notice to all parties who have received this ITB from Demandstar or the City’s website.

The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the ITB prior to submitting the bid otherwise determination of the governing provision will be at the discretion of the City at no impact to the terms of the bid.

G) Bid, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any bidder in the preparation of its bid in response to this ITB, nor for the presentation of its bid and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Bids

The right is reserved by the City to waive any irregularities in any bid, to reject any or all bids, to re-solicit for bids, if desired, and upon recommendation and justification by the City to accept the bid which in the judgment of the City is deemed the most advantageous for the public and the City.

Any bid which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful bidder, or their refusal to enter into the City contract, the City reserves the right to accept the bid of any other bidder or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Bids

Requests by the Purchasing Manager to a bidder for clarification of bid(s) shall be in writing. Bidder’s failure to respond to request for clarification may deem bidder to be non-responsive, and may be just cause to reject its bid.
J) **Validity of Bids**

No bid can be withdrawn after it is filed unless the Bidder makes their request in writing to the City prior to the time set for the closing of Bids.

All bids shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate the evaluation and selection process.

K) **Response Format**

The bid shall be deemed an offer to provide products/services to the City. In submitting a bid, the Bidder declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Bidder agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of bids, all bids must conform to the guidelines set forth in this ITB. Any portions of the bid that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the bid. However, any bid that contains such variances may be considered non-responsive.

Bids should be prepared simply and economically, providing a straightforward concise description of the Bidder’s ability to meet the City’s needs, as stated in the ITB. All copies of the bid should be bound and tabbed. The utilization of recycled paper for bid submission is strongly encouraged.

The items listed as required forms shall be submitted with each bid and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a bidder to include all listed items may result in the rejection of its bid.

All costs associated with delivering the requested products/services shall be detailed in the format requested on the Bid Form.

L) **Bid Evaluation Factors**

As previously stated, award of bid shall be based on the lowest priced, compliant, qualified bid unless specified otherwise in the Invitation to Bid.

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Mount Dora, these products/services should be identified and included in the request response.
Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), the preference will be given to the Bidder within the city limits or principal office closest to City Hall.
7) CONTRACT/AGREEMENT AND ALL REQUIRED FORMS

Required forms:

1. Bidder’s Checklist
2. Conflict of Interest Affidavit
3. Certification of Scrutinized Companies’ Lists
4. Declaration Statement
5. Drug Free Workplace Certification
6. Non-Collusion Affidavit of Prime Bidder
7. Public Entity Crimes Statement
8. Vendor Information
9. W9
10. Compliance with Public Records Law
11. Addenda
12. Bid Pricing Form
BIDDER’S CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Bid.

Bidder should check off each of the following items as the necessary action is completed:

☐ All applicable forms have been signed and included

☐ Any addenda have been signed and included.

☐ The mailing envelope has been addressed to:

City of Mount Dora
Purchasing Department
510 North Baker Street.
2nd Floor
Mount Dora, Florida 32757

☐ The mailing envelope must be sealed and marked with Bid Number “ITB# 19-PW-024”, “Demolition of Public Works Complex” and Due Date “May 17, 2019 @ 2:00 pm”

☐ The Bid will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Bid cannot be considered.)

ALL COURIER-DELIVERED BIDS MUST HAVE THE ITB NUMBER AND BID NAME ON THE OUTSIDE OF THE COURIER PACKET

Company

Authorized Signature

Printed Name & Title

Email

Address

City, State, Zip Code

Telephone No.

Fax No.
CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the vendor (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the vendor (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the vendor (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Company

Authorized Signature

Printed Name & Title

Email

State of ______________________)

City of ______________________)

SUBSCRIBED AND SWORN to before me this ___ day of _________________, 2019, by ________________________, who is personally known to me to be the ________________________ for the vendor, OR who produced the following identification:

________________________________________________________.

Notary Public

My Commission Expires: ______________________
Vendor Certification Regarding Scrutinized Companies’ List

Respondent Vendor Name: ___________________________________________

Name of Company ___________________________________________

FEIN: ___________________________________________

Authorized Representative’s Name and Title ___________________________________________

___________________________________________

Address: ___________________________________________

Phone Number: ___________________________________________ Email Address: _____________________________

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of “Scrutinized Companies” is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of “Scrutinized Companies” can be found at the following link:

https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled “Respondent Vendor Name” is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney’s fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Certified By: ___________________________________________

Authorized Signature (Print Name and Title) ___________________________________________
Signature Bidder/proposer understands and agrees that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Lists are created pursuant to section 215.473, Florida Statutes.
DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 327572

RE: ITB NO. 19-PW-024 “Demolition of Public Works Complex”

Dear Mayor and Council Members:

The undersigned, as Bidder (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this bid or in the contract to which this bid pertains, and that this bid is made without connection or arrangement with any other person and this bid is in every respect fair and made in good faith, without collusion or fraud.

The Bidder further declares that he has complied in every respect with all the Instructions to Bidders issued prior to the opening of bids, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the bid pertains.

The Bidder puts forth and agrees, if this bid is accepted, to execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City, for the performance of all requirements to which the bid pertains. The Bidder states that the bid is based upon the bid documents listed by **ITB #19-PW-024**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of ____________, 20__ in the City of _______________, in the State of _______________.


Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

(2) Inform employees about the dangers of drug abuse in the workplace, the business's 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 employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?**

[ ] YES  [ ] NO

Company

Authorized Signature

Printed Name & Title

Email

Address

City, State, Zip Code

Telephone No.

Fax No.
NON-COLLABORATION AFFIDAVIT OF PRIME BIDDER

State of______________

County of______________

_____________________________, being first duly sworn, deposes and says that:

He/she is ______________ of_________________________, Bidder that has submitted the attached Bid;

He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bids;

Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, vendor or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Company      Address

Authorized Signature     City, State, Zip Code

Printed Name & Title     Telephone No.

Email     Fax No.

Subscribed and sworn to before me this _____day of______, 20__.

_______________________________

Title

_______________________________

My Commission Expires: ___________
1. **THIS SWORN STATEMENT IS SUBMITTED TO** __City of Mount Dora_____________________

   by ____________________________________________________________________________

   (Print Individual’s Name and Title)

   for ______________________________________________________________________________

   (Print Name of Entity Submitting Sworn Statement)

   whose business is ___________________________________________________________________ and

   (if applicable) its Federal Employer Identification Number (FEIN) is _______________________

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
   
   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business
with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

________________________________________
(Signature)

Sworn and subscribed before me this____________day of________________________________, 2019.

Personally known ___________________________ (Notary)

OR produced identification_____________________

________________________________________
(Type of Identification)

My commission expires:______________________
VENDOR INFORMATION

Vendor is:

( ) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other ________________________________ (Explain)

Federal Employer Identification Number: ________________________________

Vendor Name: ________________________________

Mailing Address: ________________________________

Telephone No.: __________________ Fax No.: __________________

Email Address: __________________ Web Address: ________________

If remittance address is different from the mailing address so indicate below.

Vendor Name: ________________________________

Remittance Address: ________________________________

______________________________

______________________________

Submitted by: ________________________________

Name & Title Printed: ________________________________
# Request for Taxpayer Identification Number and Certification

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

## Part I  Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

### Note:
If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

<table>
<thead>
<tr>
<th>1</th>
<th>Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Business name/disregarded entity name, if different from above</td>
</tr>
<tr>
<td>3</td>
<td>Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</td>
</tr>
<tr>
<td></td>
<td>Individual/sole proprietor or single-member LLC</td>
</tr>
<tr>
<td>Note:</td>
<td>Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</td>
</tr>
<tr>
<td>4</td>
<td>Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</td>
</tr>
<tr>
<td></td>
<td>Exempt payee code (if any)</td>
</tr>
<tr>
<td></td>
<td>Exemption from FATCA reporting code (if any)</td>
</tr>
<tr>
<td>5</td>
<td>Address (number, street, and apt. or suite no.) See instructions.</td>
</tr>
<tr>
<td>6</td>
<td>City, state, and ZIP code</td>
</tr>
<tr>
<td>7</td>
<td>List account number(s) here (optional)</td>
</tr>
</tbody>
</table>

## Part II  Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

### Sign Here

<table>
<thead>
<tr>
<th>Signature of U.S. person</th>
<th>Date</th>
</tr>
</thead>
</table>

---

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid/proposal authorizes release of your Vendor’s credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company’s documents.

Company Name: __________________________________________________

Authorized representative (printed): _________________________________

Authorized representative (signature): ________________________________

Project Number: ITB #19-PW-024

Date: __________________________
Therefore, the undersigned, Hereinafter called “Bidder” hereby certifies that he/she has familiarized himself/herself with the extend of the services, and having examined carefully the scope of services herein, propose to furnish all labor, equipment, and services without exception, for the “Demolition of Publix Works Complex.” Award will be based upon GRAND TOTAL amount.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>DESCRIPTION</th>
<th>UNIT OF MEASURE</th>
<th>EST. QTY</th>
<th>UNIT COST</th>
<th>EXTENDED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Permits</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Construction and Environmental testing</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Mobilization (maximum 12% of Project Total)</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Site protection and preparation</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>SWPPP BMP’S</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Dust Control</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Structure Demolition: Concrete Buildings/Structures w/Asphalt Shingle Roofs</td>
<td>SF</td>
<td>18,000</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Structure Demolition: Metal Buildings/Structures</td>
<td>SF</td>
<td>26,000</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Pole Barn</td>
<td>SF</td>
<td>1,100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Utility Demolition</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Hazardous Materials Disposal (Not to Exceed includes hauling)</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>C &amp; D Disposal (Not to Exceed includes hauling)</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Grading</td>
<td>AC</td>
<td>4.5</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Unit</td>
<td>Quantity</td>
<td>Rate</td>
<td>Amount</td>
</tr>
<tr>
<td>---</td>
<td>----------------------</td>
<td>------</td>
<td>----------</td>
<td>------</td>
<td>--------</td>
</tr>
<tr>
<td>16.</td>
<td>Site stabilization</td>
<td>AC</td>
<td>4.5</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>17.</td>
<td>Sod</td>
<td>SF</td>
<td>200,000</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>18.</td>
<td>Watering of Sod</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL**

$  | $  |

**Total in Words:** __________________________________________________________

**Additional Cost**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Scrap Hauling</td>
<td>Per Mile 0-20 Miles</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>Scrap Hauling</td>
<td>Per Mile (20-40 Miles)</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Company Name:** _______________________________________________________________

**Address:** ____________________________________________________________________

**Telephone Number:** ____________________________________________________________

**Email Address:** _________________________________________________________________

**Company Authorized Representative Name:** _________________________________________

**Signature/Date:** ______________________________________________________________

**PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED WITH COSTS.**
CITY OF MOUNT DORA
PURCHASING DEPARTMENT
510 NORTH BAKER STREET
2nd Floor
MOUNT DORA, FL 32757

ITB# 19-PW-024

Demolition of Public Works Complex

OPENING DATE/TIME: May 17, 2019 by 2:00 pm
7) CONTRACT/AGREEMENT AND ALL REQUIRED FORMS

Required forms:

1. Bidder's Checklist
2. Conflict of Interest Affidavit
3. Certification of Scrutinized Companies' Lists
4. Declaration Statement
5. Drug Free Workplace Certification
6. Non-Collusion Affidavit of Prime Bidder
7. Public Entity Crimes Statement
8. Vendor Information
9. W9
10. Compliance with Public Records Law
11. Addenda
12. Bid Pricing Form
BIDDER’S CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Bid.

Bidder should check off each of the following items as the necessary action is completed:

☐ All applicable forms have been signed and included

☐ Any addenda have been signed and included.

☐ The mailing envelope has been addressed to:

City of Mount Dora
Purchasing Department
510 North Baker Street.
2nd Floor
Mount Dora, Florida 32757

☐ The mailing envelope must be sealed and marked with Bid Number “ITB# 19-PW-024”, “Demolition of Public Works Complex” and Due Date “May 17, 2019 @ 2:00 pm”

☐ The Bid will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Bid cannot be considered.)

ALL COURIER-DELIVERED BIDS MUST HAVE THE ITB NUMBER AND BID NAME ON THE OUTSIDE OF THE COURIER PACKET

Samsdul West, Inc. dba Samsdul Demolition
Company

O. McDonald
Authorized Signature

Natalie McDonald, VP/Sec
Printed Name & Title

samsdulfeasil.com
Email

3803 SR 415
Address

New Smyrna Fl. 32168
City, State, Zip Code

386-423-6789
Telephone No.

386-423-1434
Fax No.
CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the vendor (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the vendor (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the vendor (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Samsula Waste, Inc. dba Samsula Demolition

Company

D. McDonald

Authorized Signature

Printed Name & Title

samsualf@aol.com

Email

363 SE 41st

Address

New Smyrna, FL 32168

City, State, Zip Code

386-423-6709

Telephone No.

386-423-1436

Fax No.

State of Florida

City of New Smyrna

SUBSCRIBED AND SWORN to before me this 7 day of May, 2019, by D. McDonald, who is personally known to me to be the for the vendor, OR who produced the following identification:

Kelley A. Biederman

Notary Public

My Commission Expires: 7/5/2020
Vendor Certification Regarding Scrutinized Companies’ List

Respondent Vendor Name: Samsuda Waste, Inc. d/b/a Samsuda Demolition

Name of Company: Samsuda Waste, Inc. d/b/a Samsuda Demolition

FEIN: 01-1733658

Authorized Representative’s Name and Title: Natasha McDonal, VP/Sec

Address: 363 South 415, New Smyrna Beach, FL 32160

Phone Number: 386-433-4769 Email Address: SamsudaFL@aad.com

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of “Scrutinized Companies” is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of “Scrutinized Companies” can be found at the following link:

https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled “Respondent Vendor Name” is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney’s fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; and (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Certified By: [Signature]

Authorized Signature (Print Name and Title) [Signature]
Signature Bidder/proposer understands and agrees that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Lists are created pursuant to section 215.473, Florida Statutes.
DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: ITB NO. 19-PW-024 “Demolition of Public Works Complex”

Dear Mayor and Council Members:

The undersigned, as Bidder (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this bid or in the contract to which this bid pertains, and that this bid is made without connection or arrangement with any other person and this bid is in every respect fair and made in good faith, without collusion or fraud.

The Bidder further declares that he has complied in every respect with all the Instructions to Bidders issued prior to the opening of bids, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the bid pertains.

The Bidder puts forth and agrees, if this bid is accepted, to execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City, for the performance of all requirements to which the bid pertains. The Bidder states that the bid is based upon the bid documents listed by ITB #19-PW-024.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 7 day of May, 2019 in the City of New Smyrna in the State of Florida.

[Signatures]

Samsula West, dba Samsula Demolition Company

Authorised Signature

Natalie McDonald, VP/Sec

Printed Name & Title

Samsula@icloud.com

Email

Address

303 S R 415

City, State, Zip Code

New Smyrna, FL 32168

Telephone No.

386-423-6769

Fax No.

386-423-1434
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

2. Inform employees about the dangers of drug abuse in the workplace, the business's 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 employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☐ YES
☐ NO

Samuel West Inc, dba Samuel West Demolition
Company

Authorized Signature

Printed Name & Title

Email

Address

City, State, Zip Code

Telephone No.

Fax No.
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Volusia

Ms. Monica McDonald, being first duly sworn, deposes and says that:

He/she is UP/Sec of SamsUND West Inc., Bidder that has submitted the attached Bid;

He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bids;

Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, vendor or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SamsUND West Inc. dba SamsUND Demolition

Company

Authorized Signature

Printed Name & Title

Email

Address

City, State, Zip Code

Telephone No.

Fax No.

Subscribed and sworn to before me this 7 day of May, 2019

KELLEY A. BIEDERMAN

Title

My Commission Expires: 7/5/2020
SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Mount Dora

by Natasha McDonald
(Print Individual's Name and Title)

for Samsula Waste Inc. dba Samsula Demolition
(Print Name of Entity Submitting Sworn Statement)

whose business is Demolition

and

(if applicable) its Federal Employer Identification Number (FEIN) is 00123658

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business
with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

   _ _ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   _ _ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   _ _ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn and subscribed before me this ___ day of ___ , 2019.

Personally known ___ 

OR produced identification ___ Notary Public State of ___ 

My commission expires: ___

(Type of Identification)
VENDOR INFORMATION

Vendor is:

( ) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other ____________________ (Explain)

Federal Employer Identification Number: 06-1733658

Vendor Name: Samsula Waste, Inc. dba Samsula Demolition

Mailing Address: 3605 SE 415 New Smyrna Rd. 32168

Telephone No.: 386-423-6767 Fax No.: 386-423-8136

Email Address: samsulawaste.com Web Address: 

If remittance address is different from the mailing address so indicate below.

Vendor Name: 

Remittance Address: 

Submitted by: N. MacDonald

Name & Title Printed: Natasha McDonald Up/Sec
W-9
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Part I  Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Part II  Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Signature of U.S. person*{ Kelley A. Budehrnan Date* 5/7/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

• Form 1099-INT (interest earned or paid) Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

Note: The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid/proposal authorizes release of your Vendor's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Samsula Waste, Inc. dba Samsula Demolition

Authorized representative (printed): Natasha McDonald

Authorized representative (signature): [Signature]

Project Number: ITB #19-PW-024

Date: 5/17/2019
To All Plan Holders:

The following changes, clarification and additions are hereby made part of the ITB #19-PW-024 DEMOLITION OF PUBLIC WORKS COMPLEX for the above as fully and completely as if the same were fully set forth therein.

PLEASE BE ADVISED OF THE FOLLOWING CHANGE:

Original Bid Document reads as:
No exhibits

Revised Bid Document now reads as:
Please see attached Exhibits

PLEASE BE ADVISED OF THE FOLLOWING QUESTIONS AND ANSWERS:

Q1  I was wondering if the city has a listed budget for this project?
A1  The budget for this solicitation is approximately $45,000.

Q2  What license does the City and State require for demolition services?
A2  A General Contractor (GC) license is required.

Signature acknowledges receipt and understanding of this addendum.

Name/Title  

Date  5/7/2019
RFQ # 19-PW-014
CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – PUBLIC WORKS BUILDING
CITY OF MOUNT DORA

ADDENDUM NUMBER 2

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the RFQ #19-PW-014 CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – PUBLIC WORKS BUILDING for the above as fully and completely as if the same were fully set forth therein.

PLEASE BE ADVISED OF THE FOLLOWING QUESTIONS AND ANSWERS:

Q1  Can you also clarify the following?
     “Tab III, paragraph 1, requires proposers to submit a 2-page description of the project team. In paragraph 2, it requires an organizational chart. Does the 2-page limit include the org chart, or can the org chart be on the 3rd page of this tab?”

A1  The organization chart can be the third page under Tab III.

Signature acknowledges receipt and understanding of this addendum.

[Signature]

Name/Title

Date
To All Plan Holders:

The following changes, clarification and additions are hereby made part of the ITB# 19-PW-024 DEMOLITION OF PUBLIC WORKS COMPLEX for the above as fully and completely as if the same were fully set forth therein.

PLEASE BE ADVISED OF THE FOLLOWING QUESTIONS AND ANSWERS:

Q1  So the construction phase I haven't seen a plan so you want fencing around this?
A1  Yes. a complete perimeter fence is to be installed. You can tie into existing fencing at the existing entry and exit points during the demolition work and take it all down at the end of the project.

   The Lincoln Avenue side of the work site has heavy pedestrian and vehicular traffic in the morning and afternoon due to the proximity of a school. All fencing shall be sufficient for the purpose in terms of safety and security.

Q2  So with this easement behind us there is already fencing there. Can we tie in to that?
A2  You can tie into the existing fence (at complex entry) during project and then remove ALL fencing as the final step in completing the project.

Q3  So you want us to fence the entire site?
A3  See A1.

Q4  There are several lines items in the price sheet on the bid form itself. I presume you are going with a lump sum bid as far as awarding? It's not like you are going to be adding or subtracting any of the line items is that correct?
A4  Award will be based on the TOTAL amount. We want to see a detailed breakdown of that amount.

Q5  On the price sheet item #11 refers to hazardous material disposal. Removal I would assume would go in there too? I don’t see abatement removal pricing.
A5  See attached revised bid form.

Q6  The line for environmental testing do you want this retested or can we use the testing you have already done?
A6  Base your bid on the use of our test results as included in the bid document.

Q7  So do we need final air clearance?
A7  No.

Q8  Power and water will remain during the duration of the abatement or will it be turned off?
A8 We will work with the contractor to provide a temporary power source for the project duration of asbestos remediation.

Q9 So we will have power and water for bidding purposes?
A9 During asbestos remediation. Contractor will need to work with City for temporary service for power and construction hydrant meter for water once asbestos remediation is complete. Installation costs, if any are the responsibility of the contractor.

Q10 On the grading is there a plan or a drawing showing the elevations you are requiring or is it a rough grade?
A10 It's just going to be a rough grade. We expect the grade to be relatively flat and to not push water onto any surrounding properties.

Q11 And the sod is Bahia?
A11 Yes, if sod is quoted in lieu of hydro-seeding requested in addendum.

Q12 You said there was a fuel tank back there that you wanted to leave asphalt going to it? Is there like a drawing or something determining what asphalt is to stay or not?
A12 We specified a twelve (12) foot wide asphalt strip that runs from curb cut at the existing entry gate, curves around to the pumps and goes back out to the curb cut at the existing exit gate.

Q13 So excluding the drive and the loop all other surfaces will need to be removed and the sod will be covering those areas. Do you mean the asphalt and the base or just the asphalt?
A13 You must ensure the sod thrives so you will remove all you need to remove to guarantee that it thrives.

Q14 What is the duration of the watering of your sod? How long are you looking for us to water it?
A14 Thirty (30) days.

Q15 Is there anything else underground?
A15 We are only aware of storm water infrastructure, sanitary lines, pvc water pipe and a small package lift station.

Q16 Is the lift station for these buildings?
A16 No, buildings on site are gravity fed to the sewer. The lift station was used for temporary trailers that are no longer on-site.

Q17 So are the miscellaneous items we are seeing remaining?
A17 The vast majority of what is currently on site will remain at project start. Some small items such as a ladder or tool will be removed.

Q18 The fence will remain the thirty (30) days until the sod takes?
A18 No. once sod is properly placed on the site all fencing will be removed.

Q19 What about the power to the fuel depot?
A19 The City will ensure power to the fuel depot is available.

Q20 If it’s tied to this building is it our responsibility to cut the service?
A20 Any service disconnects should be addressed and coordinated with the City’s assigned Project Manager prior to beginning this portion of work. The electrical department will de-energize the conductors, all other will be responsibility of contractor.

Q21 If you use Bahia it is going to cost well over your budget, any chance you would consider using hydro seeding?
A21 Yes. This will be an option on the revised bid form.

Additional Information

Revised Bid Form
REVISED
BID PRICING FORM
ITB# 19-PW-024
Demolition of Public Works Complex

Therefore, the undersigned, Hereinafter called “Bidder” hereby certifies that he/she has familiarized himself/herself with the extend of the services, and having examined carefully the scope of services herein, propose to furnish all labor, equipment, and services without exception, for the “Demolition of Publix Works Complex.” Award will be based upon TOTAL amount.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>DESCRIPTION</th>
<th>UNIT OF MEASURE</th>
<th>EST. QTY</th>
<th>UNIT COST</th>
<th>EXTENDED COST</th>
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<tbody>
<tr>
<td>1</td>
<td>Permits</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$ 2,100.00</td>
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<tr>
<td>3</td>
<td>Mobilization (maximum 12% of Project Total)</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$ 1,500.00</td>
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<tr>
<td>4</td>
<td>Site protection and preparation</td>
<td>LS</td>
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<td>$</td>
<td>$ 5,877.31</td>
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<tr>
<td>5</td>
<td>SWPPP BMP’S</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$ 2,950.00</td>
</tr>
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<td>6</td>
<td>Dust Control</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$ 4,300.00</td>
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<tr>
<td>7</td>
<td>Structure Demolition: Concrete Buildings /Structures w/Asphalt Shingle Roofs</td>
<td>SF</td>
<td>18,000</td>
<td>$</td>
<td>$ 38,100.00</td>
</tr>
<tr>
<td>8</td>
<td>Structure Demolition: Metal Buildings /Structures</td>
<td>SF</td>
<td>26,000</td>
<td>$</td>
<td>$ 21,300.00</td>
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<tr>
<td>9</td>
<td>Structure Demolition: Pole Barn</td>
<td>SF</td>
<td>1,100</td>
<td>$</td>
<td>$ 1,500.00</td>
</tr>
<tr>
<td>10</td>
<td>Utility Demolition</td>
<td>LS</td>
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<td>$</td>
<td>$ 4,000.00</td>
</tr>
<tr>
<td>11</td>
<td>Asbestos Containing Material (ACM) Removal</td>
<td>LS</td>
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<td>$ 3,000.00</td>
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<td>Hazardous Materials Disposal (Not to Exceed includes hauling)</td>
<td>LS</td>
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<td>$ 2,100.00</td>
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<td>C &amp; D Disposal (Not to Exceed includes hauling)</td>
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<td>Grading</td>
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<td>Site stabilization</td>
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<td><strong>TOTAL</strong></td>
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<td></td>
<td></td>
<td><strong>$18,966.31</strong></td>
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</table>

**Total in Words:**

**Additional Cost**

| 1. | Scrap Hauling | Per Mile 0-20 Miles | 1   | $85.00/HR |
| 2. | Scrap Hauling | Per Mile (20-40 Miles) | 1   | $85.00/HR |

**Options**

| 1. | Sod (in lieu of hydro seeding) | SF   | 200,000 |            | $129,000.00 |

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the City of Mount Dora in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Agreement Documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Bidder agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid."

Company Name: **Samsula Waste, Inc. dba Samsula Demolition**
Address: 3633 SR 415, New Smyrna, FL, 32168
Telephone Number: 386-423-6749
Email Address: samsula@com
Company Authorized Representative Name: D. McDonald
Signature/Date: D. McDonald
Signature acknowledges receipt and understanding of this addendum.

[Signature]

Name/Title

Date

[Signature]

Name/Title

Date
KNOW ALL MEN BY THESE PRESENTS: That we SAMSULA WASTE, INC. called the Principal and Argonaut Insurance Company, an Illinois corporation, called the Surety, are held and firmly bound unto City of Mount Dora, called the Obligee, in the sum of FIVE PERCENT OF THEIR GREATEST AMOUNT BID ($5% of G.A.B.), for the payment of which we bind ourselves, and our successors and assigns jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for ITB #19-PW-024 "Demolition of Public Works Complex" ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid within the greater of 60 days from submission of the bid or the time specified in the bid documents, or within such time period as may be agreed by the Obligee and Principal, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding ninety (90) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and in such event the Obligee shall obtain the Surety's written consent for an extension beyond ninety (90) days.

Signed this 13th day of May, 2019.

SAMSULA WASTE, INC.
PRINCIPAL

ARGONAUT INSURANCE COMPANY

Signed this day of May, 2019.

SAMSULA WASTE, INC.
PRINCIPAL

ARGONAUT INSURANCE COMPANY

Argonaut Insurance Company
P.O. Box 46901
San Antonio, TX 78209
Mailing Address:
c/o CMGIA - 20335 Ventura Blvd., Ste. 426, Woodland Hills, CA 91364
(866) 363-2642
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Les Losin, Stephanie Hope Shear, Elizabeth Santos, Latanya Taylor, Stacey Garcia

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company

by: Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 13th day of May, 2019.

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 13th day of May, 2019.

Argonaut Insurance Company

by: Joshua Metz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

James Blizard, Vice President-Surety

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IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 13th day of May, 2019.

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IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 13th day of May, 2019.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES

On MAY 3 2019 before me, SHIRLEY GIGGLES, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared STEPHANIE HOPE SHEAR

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Title or Type of Document: _____________________________ Document Date: _____________________________

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Signer's Name: _____________________________ Signer's Name: _____________________________

☐ Corporate Officer — Title(s): _____________________________ ☐ Corporate Officer — Title(s): _____________________________

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____________________________

Signer Is Representing: _____________________________

Signer Is Representing: _____________________________

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LEVESQUE, DANIEL ANTHONY
SAMSULA DEMOLITION
363 SR 415
NEW SMYRNA FL 32168

LICENSE NUMBER: CGC1521182
EXPIRATION DATE: AUGUST 31, 2020
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.
# Bid Tabulation for

**ITB# 19-PW-024, Demolition of Public Works Complex**

**Bid Opening Date: May 17, 2019**

<table>
<thead>
<tr>
<th>Proposer</th>
<th>Bid Amount</th>
<th>Option 1</th>
<th>Option 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Samusula Waste, Inc.</td>
<td>138,266.31</td>
<td>0-20 85.00/Hour</td>
<td>120,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>20-40 85.00 Hour</td>
<td></td>
</tr>
<tr>
<td>Target Contractors of Florida LLC</td>
<td>189,525.00</td>
<td>No Bid</td>
<td>84,000.00</td>
</tr>
<tr>
<td>Cross Construction Services, Inc.</td>
<td>224,200</td>
<td>0-20 – 200.00</td>
<td>Did not use correct bid form</td>
</tr>
<tr>
<td></td>
<td></td>
<td>20-40 – 400.00</td>
<td></td>
</tr>
</tbody>
</table>

**Submitted by:**

Jennifer Vanoven  
Purchasing Division  
City of Mount Dora  
510 North Baker Street  
Mount Dora, Florida 32757
Date: May 20, 2019

To: All Submitting Vendors

Re: INTENT TO AWARD: ITB # 19-PW-024 – Demolition of Public Works Complex

On May 17, 2019, at 2:00 P.M. submittals for the above referenced project were received.

This letter serves as notification that a recommendation for award will be presented to the City Council to award to Samusula Waste, Inc. as the best option for meeting City requirements.

If you have any questions regarding the procurement procedures, please contact me via fax at 352.735.7179, or via e-mail at douglasm@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,

Marilyn J. Douglas
Purchasing Manager
Purchasing Division
City of Mount Dora
RESOLUTION NO. 2019-89

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE SOLICITATION FOR DEMOLITION SERVICES AT THE PUBLIC WORKS COMPLEX; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION TO EXECUTE THE AGREEMENT; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City issued ITB-19-PW-024 for demolition services at the Public Works Complex; and

WHEREAS, the lowest responsive bid was submitted by Samsula Waste, Inc. d/b/a Samsula Demolition; and

WHEREAS, the City has determined that it is in its best interest to enter into an Agreement with Samsula Waste, Inc. d/b/a Samsula Demolition, for the provision of demolition services at the Public Works Complex.

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

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

SECTION 2. Authorization to Execute Agreement. The City Council hereby authorizes the Mayor or designee to execute the contract with Samsula Waste, Inc., d/b/a Samsula Demolition attached hereto as Exhibit “A”.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be 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 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the solicitation for demolition services at the Public Works Complex, 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 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 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 2nd day of July, A.D., 2019.

____________________
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.

____________________
Sherry G. Sutphen
City Attorney
EXHIBIT A
Agreement with Samsula Waste, Inc., d/b/a Samsula Demolition
for demolition services at the Public Works Complex
ITB-19-PW-024
DATE:       July 2, 2019
TO:         Honorable Mayor and City Council Members
FROM:       Robin R. Hayes, City Manager
SUBJECT:    Resolution No. 2019-92, Sunset of 2019 Charter Review Committee

**Introduction:**
This is a request for City Council to approve Resolution No. 2019-92, Approval to Sunset the 2019 Charter Review Committee.

**Discussion:**
In January of 2019, City Council appointed a Charter Review Ad Hoc Committee in accordance with provisions set forth in the City’s current Charter.

The Charter Review Committee submitted a final report with recommendations to the City Council in a joint Work Session held on May 21, 2019. At the joint session, there were no suggested changes and there was a consensus of City Council to approve as presented.

The Charter Review Ad Hoc Committee held their final meeting on Monday, June 17, 2019, and the final report submitted to City Council was approved on June 18, 2019 by Resolution No. 2019-88.

**Budget Impact:**
There is no additional budget impact associated with the approval to sunset the 2019 Charter Review Ad Hoc Committee.

**Strategic Impact:**
Review and updating the City of Mount Dora Charter periodically is in accordance with provisions set forth in the present Charter. Maintaining an up-to-date charter, which acts as a Constitution for the City, is important and supports all goals and objectives of the Strategic Plan.

**Recommendation** City Council approve Resolution No. 2019-92.
RESOLUTION NO. 2019-92

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA RELATED TO THE SUNSET OF THE 2019 CHARTER REVIEW COMMITTEE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR SUNSET OF COMMITTEE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 3, 2018, the City Council appointed the 2019 Charter Review Committee to begin reviewing the City’s Charter for necessary changes; and

WHEREAS, the 2019 Charter Review Committee reviewed, considered, studied and analyzed the City Charter and received citizen input during its multiple public meetings; and

WHEREAS, the 2019 Charter Review Committee submitted its final report with recommendations to the City Council in a Joint Work Session conducted on May 21, 2019; and

WHEREAS, the Charter Review Committee convened for its final meeting on June 17, 2019, considered additional changes to the Charter and proposed an Addendum to the City Council for consideration; and

WHEREAS, on June 18, 2019, the City Council accepted the 2019 Charter Review Committee Report and Addendum through the adoption of Resolution 2019-88; and

WHEREAS, the City Council has determined that the 2019 Charter Review Committee has completed all of the tasks for which it was appointed.

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

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

SECTION 2. Sunset of Committee.
A. The 2019 Charter Review Committee has achieved all of its goals and completed all of its purposes and is hereby sunset.
B. The 2019 Charter Review Committee final meeting minutes of June 17, 2019, attached hereto as Exhibit “A”, are hereby approved.
SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may be 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 4. Savings Clause. All prior actions of the City pertaining to sunset of the 2019 Charter Review Committee, 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 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 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 2nd day of July 2019.

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

Sherry G. Sutphen, City Attorney
EXHIBIT “A”
June 17, 2019 Meeting Minutes
2019 Charter Review Committee
CHARTER REVIEW COMMITTEE MEETING
City Hall Board Room, 510 N. Baker Street, Mount Dora, FL
Monday, June 17, 2019, 3:00 p.m.

MINUTES

PRESENT
Paula Tucker, Vice-Chair
Kate Ondrasik
Mark Slaby
Douglas Bryant
Cathy Hoechst

OTHERS PRESENT
Sherry Sutphen, City Attorney
Michelle Mallon Jenkins, Asst. to City Clerk

ABSENT
Steve Guch, Chairman
Glenna Burch

I. CALL TO ORDER
Paula Tucker, Vice-Chair, called the meeting to order at approximately 3:00 p.m.

II. APPROVAL OF MAY 20, 2019 MEETING MINUTES

Motion was made by Mr. Bryant to approve the minutes as dated May 20, 2019. Ms. Hoechst seconded the motion. The Motion was approved by a unanimous voice vote.

III. PUBLIC COMMENT
No Public Comment.

IV. DISCUSSION ITEMS

Attorney Sutphen discussed Code of Ordinances, Chapter 2, Administration, Part VIII, Boards and Committees and Section 9 of the Charter related to Board/Committee appointments. There was extensive discussion of the suggested changes.

There was discussion regarding the reference to removal. The general consensus was that removal did not need to be mentioned.
Motion was made by Mr. Slaby to accept the proposed changes amending Section 9 of the Charter, “The City Council shall make appointments to all boards and ad hoc committees created by the City Council based on procedures established by the City Council.” Mr. Bryant seconded the motion. The motion was approved by unanimous voice vote.

There was discussion about council considering drafting an Ordinance that reflects how committee members should be removed.

The proposed ordinance for 2019 Ballot Charter changes was reviewed and discussed. Mr. Bryant suggested the reference to Section 6 be removed to simplify the language. There was a general consensus to remove the reference.

There was discussion regarding the language about why the change is being proposed. Ms. Ondrasik stated the committee explained in other proposed changes why the changes were being proposed. Mr. Bryant stated the committee only did that in “housekeeping” changes, not bigger changes. Ms. Hoechst suggested explaining that the change is to balance representation. Ms. Tucker stated it should be “vote yes to increase individual district representation/vote yes to keep seven members and increase individual representations to have five district representatives and one at-large.” Mr. Bryant opinioned most people don’t know how many districts there are. Ms. Hoechst agreed.

There was general discussion regarding proposed language that states “keep seven representatives.”

Proposed language amending Section 7-Vice-Mayor was discussed, “vote yes to clarify the time for choosing the Vice-Mayor” was discussed. There was a general consensus agreeing to the language.

Proposed language amending Section 8-Meetings was discussed. There was a general consensus agreeing to the language.

Proposed language amending Section 9-Duties was discussed. Attorney Sutphen suggested removing “change” and inserting “clarifying.” The committee had no comments.

Proposed language amending Section 12-Terms to correct the time of swearing into office was discussed. There was a general consensus agreeing to the language.

Proposed language amending Section 14-Voting was discussed. Attorney Sutphen asked the committee if they wanted to include the explanation “to avoid a run-off election.” Ms. Hoechst suggested including “vote yes if you want the candidate who gets the most votes wins and to avoid a runoff election.” Ms. Tucker suggested a different word than “wins.” Ms. Hoechst suggested “declared the winner” as a substitute. Ms. Tucker asked if the word “receives” would be better. There was discussion supporting “gets” to keep the language simple, keeping in mind some people do not speak English as their first language.

The requirement that the language would need to be translated into Spanish was discussed.

Proposed language amending Section 18-Powers and Duties to better define the duties of the Mayor was discussed. Mr. Bryant suggested “better define duties of the Mayor.”
Ms. Hoechst stated most people assume the Mayor is in charge of everything and that we are a Mayor-City Council form of government. Mr. Slaby agreed and stated people bring their idea of who is in charge from where they are from.

Ms. Hoechst suggested that the title should say “Powers and Duties of the Mayor.” There was a general consensus agreeing to the change.

*Motion was made by Ms. Hoechst to approve changes cumulatively identified for 2019. Mr. Slaby seconded the motion. The motion was approved by unanimous voice vote.*

Proposed language for the 2020 Ballot, Amending Section 12 were read and discussed.

*Motion was made by Ms. Hoechst to accept the 2020 Ballot language for the Ordinance 2019 eliminating the terminology for the section “identification.” Ms. Tucker seconded the motion. The motion was approved by unanimous voice vote.*

Mr. Bryant noted a scrivener’s error, a word missing an “r” in Section 4, and in the first ballot question a period is missing.

Ms. Hoechst asked about the process for moving forward. Attorney Sutphen stated she would amend the resolution to add an addendum and the addendum will add the changes for Section 9. She will ask that the report and addendum be approved by City Council and ask that an ordinance be directed to be drafted. The first meeting of July will be the first reading for both ordinances and the second meeting will be the second reading of the ordinances.

Mr. Slaby asked if the committee will be formally sunseted and Attorney Sutphen advised that the Council would sunset the committee and accept the final meeting minutes on behalf of the committee.

Ms. Tucker asked how the committee would be involved in educating people. Attorney Sutphen stated the City Manager is aware of the necessity of educating people. She *suggested a variety of ways the City could educate people.*

Mr. Bryant asked if Ms. Mallon Jenkins had all the required motions and she confirmed she did. The committee thanked Ms. Mallon Jenkins for her work.

V. **ADJOURNMENT**

There being no further business for discussion, the meeting was adjourned at 4:30 p.m.

________________________________________
Paula Tucker,
Vice-Chair

____________________________
Michelle Mallon Jenkins, FRP
Assistant to the City Clerk
DATE: July 2, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: First Reading of Ordinance No. 2019-14, 2019 Charter Referendum

Introduction:
This is a request for City Council to approve the First Reading of Ordinance No. 2019-14, 2019 Charter Referendum

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:
In January of 2019, City Council appointed a Charter Review Ad Hoc Committee in accordance with provisions set forth in the City's current Charter.

The Charter Review Committee submitted a final report with recommendations to the City Council in a joint Work Session held on May 21, 2019. At the joint session, there were no suggested changes and there was a consensus of City Council to approve as presented.

As a result of the City Council acceptance of the Charter Review Ad Hoc Committee's final report, an Ordinance has been prepared for the purpose of moving forward with placing designated questions on the 2019 election ballot.

The Charter Review Ad Hoc Committee held their final meeting on Monday, June 17, 2019, and the final report submitted to City Council was approved on June 18, 2019 by Resolution No. 2019-88.

Budget Impact:
There is no additional budget impact associated with the approval of Ordinance No. 2019-14.
Strategic Impact:
Review and updating the City of Mount Dora Charter periodically is in accordance with provisions set forth in the present Charter. Maintaining an up-to-date charter, which acts as a Constitution for the City, is important and supports all goals and objectives of the Strategic Plan.

Recommendation City Council approve First Reading of Ordinance No. 2019-14 and hold hearing for second reading and adoption.

Attachment(s):

Prepared by:    Gwen Johns, City Clerk
Reviewed by:    Michelle Jenkins, Assistant to the City Clerk    Approved - 6/27/2019
                Misty Sommer, Deputy City Clerk    Approved - 6/27/2019
                Robin R. Hayes, City Manager    Final Approval - 6/27/2019
ORDINANCE NO. 2019-14

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO CHARTER AMENDMENTS FOR THE 2019 REFERENDUM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING PROPOSED CHARTER AMENDMENTS WITH TITLE AND BALLOT QUESTION; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE AND CODIFICATION.

WHEREAS, Florida Statutes, Section 166.031, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality, proposed amendments to its charter; and

WHEREAS, pursuant to the City of Mount Dora Charter, Section 9, beginning in 2011, the City Council shall cause its Charter to be reviewed, and thereafter, no less than once every five years; and

WHEREAS, a Charter Review Committee was empaneled by the City of Mount Dora in 2011 and again in 2015; and

WHEREAS, on December 3, 2018, the City Council appointed the 2019 Charter Review Committee to begin reviewing the City’s Charter for necessary changes; and

WHEREAS, the 2019 Charter Review Committee reviewed, considered, studied and analyzed the City Charter and received citizen input during its multiple public meetings; and

WHEREAS, the 2019 Charter Review Committee submitted its final report with recommendations to the City Council in a joint Work Session conducted on May 21, 2019; and

WHEREAS, the Charter Review Committee convened for its final meeting on June 17, 2019, considered additional changes to the Charter and proposed an Addendum to the City Council for consideration; and

WHEREAS, on June 18, 2019, the City Council accepted the 2019 Charter Review Committee Report and Addendum through the adoption of Resolution 2019-88; and

WHEREAS, the City of Mount Dora has determined that it is in the best interest of its citizens to submit the Charter amendments proposed herein to the registered voters of Mount Dora at the general election to be held on November 5, 2019.

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

Ordinance No. 2019-14
Page 1 of 7
SECTION 1. LEGISLATIVE FINDINGS AND INTENT.
The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. IMPLEMENTING ADMINISTRATIVE ACTIONS.
A. 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 Ordinance. 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 prudent.

B. The City Clerk, as the Filing Officer for the City, is hereby directed to coordinate with the Lake County Supervisor of Elections, as necessary, to ensure that all advertising, translation and notice requirements are met to conduct the referendum election called for in Section 3 hereof.

SECTION 3. PROPOSED CHARTER AMENDMENTS WITH TITLE AND BALLOT QUESTION.
The amendments to the City of Mount Dora Charter as set forth hereafter shall be proposed to the registered voters of Mount Dora by way of the title and ballot question specified at the general election to be held on November 5, 2019. Underlined words constitute additions while strikethrough constitutes deletions, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

A. Amending Section 6 – Composition; Districts –

The seven (7) member city council shall be comprised of four (4) five (5) district representatives, two (2) one (1) at-large representatives, and one (1) mayor, who shall be elected at large, effective in 2021. The city council shall, by ordinance, establish the district boundaries as required by law.

TITLE:
Amend Section 6 – Composition; Districts –

QUESTION:
Vote YES to keep seven (7) council members and increase citizen representation by having five (5) district representatives, one (1) at-large representative and one (1) mayor, elected at-large, to take effect in 2021, or Vote NO to keep four (4) district representatives, two (2) at-large representatives and one (1) mayor, elected at-large.

B. Amending Section 7 – Vice-Mayor –

The city council shall annually elect one (1) of its members as vice-mayor, at the second first regularly scheduled meeting following certification of the election results and the swearing in of council members of November one (1) of its members vice mayor. The vice-mayor shall act as mayor during the absence or
disability of the mayor when such absence or disability renders the mayor incapable of performing the duties of the office.

**TITLE:**
Amend Section 7 – Vice-Mayor –

**QUESTION:**
Vote YES to clarify the time for choosing the vice-mayor or vote NO if you do not want the time for choosing the vice-mayor to be clarified.

C. Amending Section 8 – Meetings –

¶1 The City Council shall convene regular City Council meetings on the first and third Tuesday of each month at a location within the City of Mount Dora. The City Council, by motion and majority vote, may reschedule the regular Council meeting to a separate date in order to avoid lack of a quorum or to comply with special circumstances. However, a regular meeting falling on any official City holiday New Year's Day, Independence Day, or Veteran's Day shall may not be held.

¶2 The mayor, the City Manager or a majority of the full city council, may call special meetings of the city council. In doing so, the mayor, the City Manager or the majority of the full city council, shall state in writing the purpose for which the special meeting is being called. The business of any special meeting shall be restricted to the written purpose stated by the mayor, the City Manager or the majority of the full city council, as the case may be.

**TITLE:**
Amend Section 8 – Meetings –

**QUESTION:**
Vote YES to state that regular meetings falling on an official City holiday can be cancelled and to let the City Manager set special meetings as necessary or vote NO if you do not want meetings that fall on an official City holiday to be cancelled and if you do not want the City Manager to be able to set a special meeting.

D. Amending Section 9 – Duties –

¶1 The city council shall, by resolution, annually adopt, no later than the adoption of the budget procedures and limitations for the purchase of tangible personal property and services, and for the rental of tangible personal property, including ceilings on amounts which may be expended without express city council approval. The city council shall, by resolution, annually adopt a budget which is consistent with state law, city policy and procedures and generally accepted accounting principles.

Ordinance No. 2019-14
Page 3 of 7
¶3 The city council shall create and maintain a codification of ordinances. The codification shall contain those ordinances designated by the city council in its sole and absolute discretion. The city council shall annually cause the codification established hereunder to be reviewed under the supervision of an ad hoc committee and the city attorney. The city shall also annually periodically update the codification established hereunder. The report of the codification review committee shall be presented to the city council no later than the first regularly scheduled council meeting of August.

¶5 The City Council shall, by majority vote, individually make appointments to all boards and ad hoc committees created by the City Council. Nominations for open positions shall be submitted on a rotating basis from each member of the Council based upon procedures from time to time be established by the City Council.

TITLE:
Amend Section 9 – Clarification of City Council Duties –

QUESTION:
Vote YES to clarify the process for adopting the City’s annual budget, to clarify the process for managing the City’s code of ordinances and to clarify the City’s process for making appointments to boards and committees created by the City Council or vote NO if you do not want the current budget process description, the current process for managing the code of ordinances and the current process by which the City Council appoints members to boards and committees to be clarified.

E. Amending Section 12 – Terms –

¶1 The term of each city council office, including the office of the mayor, shall be two (2) years. However, all office holders shall continue in office until the office holder's successor is appointed or sworn to office, unless the office holder's office is declared vacant pursuant to this charter. All elected council members, including the mayor, shall assume office and be sworn at the second first regularly scheduled meeting following certification of the election results of the November of their election.

TITLE:
Amend Section 12 – Terms –
QUESTION:
Vote YES to correct the time when the mayor and elected council members are sworn into office or vote NO if you do not want to correct the time when the mayor and elected council members are sworn into office

F. Amending Section 14 – Voting –

An elected office shall be filled by the candidate for the elected office receiving the majority plurality of the vote. Should any candidate fail to receive the majority of the vote during a general election between three or more candidates, a runoff election shall be held between the two (2) candidates for the elected office receiving the highest number of votes. This runoff election shall be held in a manner established by ordinance consistent with the laws of the State of Florida. In the event of a tie between the two candidates for the elected office, the winning candidate shall be decided in accordance with State law.

TITLE:
Amend Section 14 – Voting –

QUESTION:
Vote YES if you want the candidate who gets the most votes to be declared the winner and avoid a runoff election (plurality) or vote NO if you want the winning candidate to have to get more than 50% of all of the votes (majority).

G. Amending Section 18 – Powers and Duties –
The mayor shall have the following powers and duties:
(a) Reserved; The mayor shall have no administrative duties except as set forth herein;
(b) To preside at all meetings of city council;
(c) To be the head of city government for those all purposes including, but not limited to, martial law, civil defense, service of process, execution of contracts, deeds, and other legal documents, and to represent the city in all agreements with other governmental entities or certifications to other governmental entities and any other responsibility assigned by the city council;
(d) To be, or designate, the official spokesperson for the City of Mount Dora;
(e) To take necessary action in emergency situations. These emergency powers of the mayor shall not extend beyond the next meeting of the city council;
(f) To evaluate the condition of the City of Mount Dora and the City of Mount Dora's departments and offices, and report any irregularities or neglect of duty discovered by way of such investigation at the next regularly scheduled city council meeting;
(gf) To annually prepare a state of the city message; and,
(hg) To yield the chair during meetings for the purpose of making motions.
(h) The mayor, or the mayor's designee, shall report to the city council the existence and basis of any legal claim against the City of Mount Dora.

TITLE:
Amend Section 18 – Powers and Duties of the Mayor –

Ordinance No. 2019-14
Page 5 of 7
QUESTION:
Vote YES to better define the powers and duties of the mayor in our City Manager/Council form of government or vote NO if you do not want to change the current stated duties of the mayor.

SECTION 4. SCRIVENER’S ERRORS.
Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 5. SAVINGS CLAUSE.
All prior actions of the City pertaining to candidates qualifying for election are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. CONFLICTS.
All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 7. SEVERABILITY.
If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. EFFECTIVE DATE AND CODIFICATION.
A. This Ordinance shall become effective immediately upon enactment by the City Council and recordation in the Public Records of Lake County, Florida.

B. The individual Charter amendments proposed in Section 3 of this Ordinance shall become effective if a majority of the electors, voting in the general election on November 5, 2019, vote in favor of each such amendment. Thereafter, each approved amendment shall be codified into the City of Mount Dora Code of Ordinances and be renumbered or re-lettered as deemed appropriate by the codifier. The City Clerk shall file the revised Charter with the Department of State.

FIRST READING: ________________
SECOND READING: ________________
PASSED AND ADOPTED this ______ day of __________________, 2019.
NICK GIRONE
MAYOR, City of Mount Dora, Florida

ATTEST:

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

______________________________
Sherry G. Sutphen
City Attorney
DATE: July 2, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager


Introduction:
This is a request for City Council to approve the First Reading of Ordinance No. 2019-15, 2020 Charter Referendum.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:
In January of 2019, City Council appointed a Charter Review Ad Hoc Committee in accordance with provisions set forth in the City's current Charter.

The Charter Review Committee submitted a final report with recommendations to the City Council in a joint Work Session held on May 21, 2019. At the joint session, there were no suggested changes and there was a consensus of City Council to approve as presented.

As a result of the City Council acceptance of the Charter Review Ad Hoc Committee's final report, an Ordinance has been prepared for the purpose of moving forward with placing designated questions on the 2020 election ballot.

The Charter Review Ad Hoc Committee held their final meeting on Monday, June 17, 2019, and the final report submitted to City Council was approved on June 18, 2019 by Resolution No. 2019-88.

Budget Impact:
There is no additional budget impact associated with the approval of Ordinance No. 2019-15.
Strategic Impact:
Review and updating the City of Mount Dora Charter periodically is in accordance with provisions set forth in the present Charter. Maintaining an up-to-date charter, which acts as a Constitution for the City, is important and supports all goals and objectives of the Strategic Plan.

Recommendation City Council approve First Reading of Ordinance No. 2019-15 and hold hearing for second reading and adoption.

Attachment(s):

Prepared by: Gwen Johns, City Clerk
Reviewed by: Michelle Jenkins, Assistant to the City Clerk  Approved - 6/27/2019
Misty Sommer, Deputy City Clerk  Approved - 6/27/2019
Robin R. Hayes, City Manager  Final Approval - 6/27/2019
ORDINANCE NO. 2019-15

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO CHARTER AMENDMENTS FOR THE 2020 REFERENDUM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING PROPOSED CHARTER AMENDMENTS WITH TITLE AND BALLOT QUESTION; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE AND CODIFICATION.

WHEREAS, Florida Statutes, Section 166.031, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality, proposed amendments to its charter; and

WHEREAS, pursuant to the City of Mount Dora Charter, Section 9, beginning in 2011, the City Council shall cause its Charter to be reviewed, and thereafter, no less than once every five years; and

WHEREAS, a Charter Review Committee was empaneled by the City of Mount Dora in 2011 and again in 2015; and

WHEREAS, on December 3, 2018, the City Council appointed the 2019 Charter Review Committee to begin reviewing the City’s Charter for necessary changes; and

WHEREAS, the 2019 Charter Review Committee reviewed, considered, studied and analyzed the City Charter and received citizen input during its multiple public meetings; and

WHEREAS, the 2019 Charter Review Committee submitted its final report with recommendations to the City Council in a joint Work Session conducted on May 21, 2019; and

WHEREAS, the Charter Review Committee convened for its final meeting on June 17, 2019, considered additional changes to the Charter and proposed an Addendum to the City Council for consideration; and

WHEREAS, on June 18, 2019, the City Council accepted the 2019 Charter Review Committee Report and Addendum through the adoption of Resolution 2019-88; and

WHEREAS, the City of Mount Dora has determined that it is in the best interest of its citizens to submit the Charter amendments proposed herein to the registered voters of Mount Dora at the general election to be held on November 3, 2020.

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

Ordinance No. 2019-15
Page 1 of 4
SECTION 1. LEGISLATIVE FINDINGS AND INTENT.
The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. IMPLEMENTING ADMINISTRATIVE ACTIONS.
A. 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 Ordinance. 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 prudent.

B. The City Clerk, as the Filing Officer for the City, is hereby directed to coordinate with the Lake County Supervisor of Elections, as necessary, to ensure that all advertising, translation and notice requirements are met to conduct the referendum election called for in Section 3 hereof.

SECTION 3. PROPOSED CHARTER AMENDMENTS WITH TITLE AND BALLOT QUESTION.
The amendments to the City of Mount Dora Charter as set forth hereafter shall be proposed to the registered voters of Mount Dora by way of the title and ballot question specified at the general election to be held on November 3, 2020. Underlined words constitute additions while strikethrough constitutes deletions, and asterisks (*** ) indicate an omission from the existing text which is intended to remain unchanged.

A. Amending Paragraph 1 and Paragraph 2 of Section 12 – Terms –

¶1 The term of each city council office, including the office of the mayor, shall be two (2) four (4) years. [remainder of paragraph 1 intentionally omitted – minor change in 2019]

¶2 The mayor, the district representatives of districts 1, and the representative of district 4, and the representative of district 5 the at-large odd representative shall be elected in odd numbered years for a three (3) year term beginning in 2021 and thereafter, beginning in 2024, for four (4) year terms. The district representatives of districts 2, the representative of district 3 and the at-large even representative shall be elected in even numbered years for four (4) year terms beginning in 2022.

TITLE:
Amend Section 12 – Terms –

QUESTION:
Vote YES for the term of the mayor, all district representatives and the at-large representative to be (4) four years to match the term of the Lake County Commissioners and the Lake County Constitutional Officers or vote NO if you want the term of the mayor and all district representatives to stay 2 years.
B. Add a new paragraph to Section 12 – Terms –

The mayor, any district representative and the at-large representative may only serve eight (8) consecutive years in the same position. The time served by a person appointed or elected to fill the remainder of a vacant position shall not be included in the eight-year limitation.

TITLE:
Add a new paragraph to Section 12 – Terms –

QUESTION:
Vote YES to include that the mayor, all district representatives and the at-large representative can only hold the same position for eight consecutive years not including any time served to fill the remainder of a vacancy or vote NO if you do not want to limit the number of consecutive years that the mayor, the district representatives and the at-large representative can hold the same position.

SECTION 4. SCRIVENER’S ERRORS.
Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 5. SAVINGS CLAUSE.
All prior actions of the City pertaining to candidates qualifying for election are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. CONFLICTS.
All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 7. SEVERABILITY.
If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. EFFECTIVE DATE AND CODIFICATION.
A. This Ordinance shall become effective immediately upon enactment by the City Council and recordation in the Public Records of Lake County, Florida.

B. The individual Charter amendments proposed in Section 3 of this Ordinance shall become effective if a majority of the electors, voting in the general election on November 3, 2020, vote in favor of each such amendment. Thereafter, each approved amendment shall be codified into the City of Mount Dora Code of Ordinances and be renumbered or re-lettered as deemed appropriate by the codifier. The City Clerk shall file the revised Charter with the Department of State.
FIRST READING:  
SECOND READING:  

PASSED AND ADOPTED this _____ day of __________________, 2019.

____________________________________
NICK GIRONE
MAYOR, City of Mount Dora, Florida

ATTEST:

____________________________________
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

____________________________________
Sherry G. Sutphen
City Attorney
DATE: July 2, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: City Manager's Reports and Updates

Introduction:
This is an opportunity for City Manager Robin R. Hayes to communicate information to City Council as she deems necessary.

Discussion:
Robin R. Hayes, City Manager, reports to City Council Members on a periodic basis about various special events or departmental happenings. At her discretion departmental directors may be asked to address City Council when appropriate.

The Leisure Services Director will provide a Flag Schedule and an update on the Banners in the North East District.

Budget Impact:
N/A

Strategic Impact:
N/A

Recommendation N/A

Attachment(s):
DATE: July 2, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Claims Update

Introduction:
This is an opportunity for City Attorney Sherry Sutphen to provide legal related claim information to the City Council as deemed necessary.

Discussion:

Budget Impact:

Strategic Impact:

Recommendation

Attachment(s):

Prepared by: Gwen Johns, City Clerk
Reviewed by: Robin R. Hayes, City Manager Final Approval - 6/27/19