



CITY COMMISSION

AGENDA

**City Hall Commission Chambers
300 W. Plant Street
Winter Garden, Florida**

Workshop **5:30 PM**

Ethics, Public Records, and Sunshine Law by City Attorney

Regular Meeting **October 9, 2025** **6:30 PM**

Call to Order

Determination of a Quorum Invocation and Pledge of Allegiance

1. Approval of Minutes

A. Regular Meeting Minutes - September 25, 2025

2. Presentation

A. **OATH OF OFFICE** - New Police Officers - **Police Chief Graham**

B. **PROCLAMATION 25-13**: Metastatic Breast Cancer Awareness Day - October 13, 2025 -
Mayor Rees

3. Second Reading and Public Hearing of Proposed Ordinance

A. **ORDINANCE 25-35**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 26, ARTICLE II OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES REGARDING THE WINTER GARDEN CEMETERY; PROVIDING FOR REVISIONS TO DEFINITIONS, RESIDENCY REQUIREMENTS FOR PURCHASE OF LOTS AND NICHES, OWNERSHIP RIGHTS, AND FEES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE – **Assistant City Manager of Public Services Pash**

4. Regular Business

A. **RESOLUTION 25-11**: A RESOLUTION OF THE CITY OF WINTER GARDEN, FLORIDA, ADOPTING FEES AND CHARGES RELATED TO THE WINTER GARDEN CEMETERY PURSUANT TO CHAPTER 26, ARTICLE II OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE - **Assistant City Manager of Public Services Pash**

- B. Recommendation to approve utilizing a City of Boynton Beach piggyback contract with Core & Main, LP for equipment supplies - **Assistant City Manager of Public Services Pash**
 - C. Recommendation to approve utilizing a Clay County piggyback contract with Sensus USA, Inc. to update water and irrigation meters - **Assistant City Manager of Public Services Pash**
 - D. Recommendation to approve utilizing a City of Clermont piggyback Continuing Services Agreement with Willdan Engineering, Inc. for Building Inspection and Plan Review - **Assistant City Manager of Public Services Pash**
 - E. Recommendation to approve utilizing a Lake County piggyback contract with DWC Outdoors & Hauling, LLC for right-of-way trimming and related services - **Assistant City Manager of Public Services Pash**
 - F. Recommendation to approve utilizing a Marion County piggyback contract with Odyssey Manufacturing Company to provide Sodium Hypochlorite (bleach) to be used at the Wastewater Treatment Plant and Water Plant - **Assistant City Manager of Public Services Pash**
 - G. Recommendation to approve utilizing a Port Orange piggyback contract with Shelly's Environmental Systems for hauling and disposing of sewage waste/sludge - **Assistant City Manager of Public Services Pash**
 - H. Recommendation to approve a Non-Exclusive Franchise Agreement between the City of Winter Garden and Lake Apopka Natural Gas for natural gas distribution - **Assistant City Manager of Public Services Pash**
 - I. Recommendation to approve and authorize the City Manager sign an amendment to extend services with Aspire Health Partners, Inc. for crisis support in the amount of **\$99,469 — Police Chief Graham**
 - J. Recommendation to approve funding for SmartCop Records Management System Annual Maintenance in the amount of **\$94,336.20 - Police Chief Graham**
 - K. Recommendation to approve **SPECIAL EVENT** for the Rotary Club of Winter Garden - Rotary Club Poker Tournament - Friday, November 7, 2025, 2:00 pm to 1:00 am at Tanner Hall and waive permit fee of \$1,000 - **Planning Director Carson**
 - L. Recommendation to approve **SPECIAL EVENT** for the Winter Garden Art Association annual fundraiser - Friday, March 6, 2026, 7:00 pm to 10:00 pm, subject to conditions - **Planning Director Carson**
 - M. BOARD APPOINTMENT: **General Employees' Pension Board — City Clerk Grimmage**
- 5. **Matters From Public** - (Limited to 3 minutes per speaker)
 - 6. **Matters From City Attorney** - **A. Kurt Ardaman**
 - 7. **Matters From City Manager** - **Jon C. Williams**

8. Matters From Mayor and Commissioners

9. Adjourn - To Regular Meeting - Thursday, **October 23, 2025** – 6:30 p.m. - City Hall

NOTICES:

In accordance with Florida Statutes 286.0105, if any person decides to appeal any decision made by said body with respect to any matter considered at such meeting, he/she will need a record of the proceedings and, for that purpose, he/she 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. The City of Winter Garden does not prepare or provide such record.

Any opening invocation that is offered before the official start of the Commission meeting shall be the voluntary offering of a private person, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Commission or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Commission meeting are invited to stand during the opening invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Commission Chambers or exit the City Commission Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance. (Reference Resolutions 15-04 and 16-02)

Pursuant to Florida Statutes 282.601, 286.603, and the Americans with Disabilities Act (ADA), the City of Winter Garden makes every effort to ensure that those with disabilities have access to electronic information provided to the public, except when compliance with those sections impose an undue burden on the agency. In the event of difficulty accessing this publicly provided information, please contact the City Clerk's Office at (407) 656-4111, Ext. 2297, for assistance.



Those needing assistance to participate in these proceedings should contact the City Office at least 48 hours in advance of the (407) 656-4111 Ext 2297.



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained at the meeting from the Information Technology Department (407) 656-4111 Ext. 5455.



City Commission
REGULAR MEETING MINUTES
September 25, 2025

A **Budget Hearing** and **Regular Meeting** of the City of Winter Garden City Commission was called to order by Mayor Rees at 6:31 pm. at City Hall, 300 West Plant Street, Winter Garden, Florida. An opening invocation and pledge of allegiance were given.

Present:

Mayor John Rees
Commissioner District 1 - Lisa L. Bennett
Commissioner District 2 - Iliana R. Jones
Commissioner District 3 - Chloe Johnson
Commissioner District 4 - Colin Sharman

Also Present:

City Manager - Jon C. Williams
City Attorney - A. Kurt Ardaman
City Clerk - Angela J. Grimmage

BUDGET HEARINGS

1. SECOND READING AND PUBLIC HEARINGS TO ADOPT PROPOSED BUDGETS AND MILLAGE RATE FOR FISCAL YEAR 2025/2026

- A. **Ordinance 25-30:** AN ORDINANCE LEVYING TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF WINTER GARDEN, FLORIDA, FOR THE TAX YEAR BEGINNING ON OCTOBER 1, 2025, AND ENDING ON SEPTEMBER 30, 2026

City Attorney Kurt Ardaman read Ordinance 25-30 and an excerpt from Section 1 as follows: The City Commission of the City of Winter Garden hereby adopts, establishes and levies a millage rate for ad valorem taxation of real and tangible personal property within the City of Winter Garden for the Fiscal Year beginning October 1, 2025, and ending on September 30, 2026, at the rate of 4.8565 mills (\$4.8565 for every \$1,000 of assessed valuation) upon the assessed valuation of property within the corporate limits of the City of Winter Garden, Florida. This millage rate is greater than the rolled back rate of 4.2012 mills by 15.60 percent.

Finance Director Laura Zielonka stated that Ordinance 25-30 proposes setting the millage rate for the next fiscal year to 4.8565 mills, which is greater than the current millage rate of 4.5000 mills. Furthermore, Ms. Zielonka explained that the proposed millage rate ensures that the City has ongoing revenues to cover ongoing expenditures and maintain stability in resources. Staff recommended approval.

Mayor Rees opened the public hearing; hearing and seeing none, he closed the public hearing.

Motion by Commissioner Jones to adopt Ordinance 25-30. Seconded by Commissioner Bennett and carried unanimously 5-0.

- B. **Ordinance 25-31:** AN ORDINANCE APPROPRIATING AND ALLOCATING ALL REVENUE AND FUNDS OF THE CITY OF WINTER GARDEN, FLORIDA, FOR THE TAX YEAR BEGINNING ON OCTOBER 1, 2025, AND ENDING ON SEPTEMBER 30, 2026

City Attorney Kurt Ardaman read Ordinance 25-31 by title and the following excerpt, which states that it is anticipated that there will be available for use and disbursement from the general funds of said City, revenue in the following amounts:

Collection of Ad Valorem	\$ 30,277,220
Revenue other than Ad Valorem	\$ <u>40,026,490</u>
TOTAL REVENUES AVAILABLE FOR EXPENDITURES	\$ 70,303,710

Finance Director Laura Zielonka stated that this ordinance sets the total general operating budget, funded through both ad valorem revenue and other revenues. Staff recommended approval.

Mayor Rees opened the public hearing; hearing and seeing none, he closed the public hearing.

Motion by Commissioner Bennett to adopt Ordinance 25-31. Seconded by Commissioner Johnson and carried unanimously 5-0.

- C. **Ordinance 25-32:** AN ORDINANCE APPROPRIATING AND ALLOCATING ALL REVENUE AND FUNDS OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF WINTER GARDEN, FLORIDA, FOR THE TAX YEAR BEGINNING ON OCTOBER 1, 2025, AND ENDING ON SEPTEMBER 30, 2026

City Attorney Kurt Ardaman read Ordinance 25-32 by title and an excerpt that the anticipated availability for use and disbursement from the CRA funds of the City was revenue in the following amounts:

Collection of Ad Valorem	\$ 1,742,489
Revenue other than Ad Valorem	\$ <u>1,663,859</u>
TOTAL REVENUES AVAILABLE FOR EXPENDITURES	\$ 3,406,348

Finance Director Laura Zielonka stated that this ordinance establishes the 2025-2026 budget for the CRA. She noted that the CRA Advisory Board and staff recommend approval.

Mayor Rees opened the public hearing; hearing and seeing none, he closed the public hearing.

Motion by Commissioner Johnson to adopt Ordinance 25-32. Seconded by Commissioner Sharman and carried unanimously 5-0.

- D. **Ordinance 25-33:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, AUTHORIZING THE APPROPRIATIONS OF CITY FUNDS FOR FISCAL YEAR 2025-26 IN ACCORDANCE WITH ARTICLE 3 SECTION 30 (5) OF THE CITY CHARTER OF THE CITY OF WINTER GARDEN, FLORIDA, AND FLORIDA STATUTE 166.241 FOR THE PURPOSE OF FULFILLING THE FINANCIAL OBLIGATIONS OF THE CITY

City Attorney Kurt Ardaman read Ordinance 25-33 by title only. Finance Director Laura Zielonka stated that this ordinance reflects the budget as reviewed for the past several months and has been considered by the City Commission. Staff recommended approval.

Mayor Rees opened the public hearing; hearing and seeing none, he closed the public hearing.

Motion by Commissioner Bennett to adopt Ordinance 25-33. Seconded by Commissioner Sharman and carried unanimously 5-0.

REGULAR MEETING

2. APPROVAL OF MINUTES

- A. **Budget Hearings & Regular Meeting Minutes — September 11, 2025**

Motion by Commissioner Bennett to approve budget hearing and regular meeting minutes of September 11, 2025, as submitted. Seconded by Commissioner Jones and carried unanimously 5-0.

3. PRESENTATION

- A. **Proclamation 25-11:** Proclaiming Fire Prevention Week as October 5–11 was read by Mayor Rees and presented by the City Commission to the Winter Garden Fire Department. Assistant Fire Chief/Fire Marshal Trenton Campbell spoke of the importance of fire prevention and noted a collaboration in the efforts to keep Winter Garden safe and thanked the City Commission for the proclamation. Mayor Rees addressed the firefighters and first responders, noting that the City Commission and the residents appreciate them.

4. FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCE

- A. **ORDINANCE 25-35:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 26, ARTICLE II OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES REGARDING THE WINTER GARDEN CEMETERY; PROVIDING FOR REVISIONS TO DEFINITIONS, RESIDENCY REQUIREMENTS FOR PURCHASE OF LOTS AND NICHES, OWNERSHIP RIGHTS, AND FEES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Ordinance 25-35 by title only. Assistant City Manager of Public Services Stephen Pash spoke of the cemetery construction nearing its end, with surveyors laying out plots for the City to sell. He noted that staff wanted to give an update on the status concerning fees and ownership. Furthermore, he noted that the plots would be for City residents only. There was discussion on residency, fees to be removed and replaced by resolution, and the definition of immediate family. Staff recommended approval.

Mayor Rees opened the public hearing; hearing and seeing none, he closed the public hearing.

Motion by Commissioner Bennett to approve Ordinance 25-35 with recommended changes and a second reading and public hearing on October 9, 2025. Seconded by Commissioner Jones and Johnson simultaneously and carried unanimously 5-0.

5. SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCES

- A. **Ordinance 25-23**: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 98, PLANNING AND DEVELOPMENT, TO CREATE A NEW SECTION 98-1, CITY OF WINTER GARDEN CODE OF ORDINANCES TO ADDRESS RELIEF CONCERNING DECLARED EMERGENCY RESTRICTIONS OF SECTION 28 OF CHAPTER 2025-190, LAWS OF FLORIDA; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Ordinance 25-23 by title only. Planning Director Kelly Carson stated that Ordinance 25-23 amends Chapter 98 to create a new Section 98-1. The new section would address the declared emergency restrictions in the newly adopted Senate Bill 180. She explained how the ordinance would create a new city process, whereby an applicant could apply to revert to an earlier version of the City's land development code or comprehensive plan. They would provide City staff with a good-faith argument as to why an amendment is "more restrictive or burdensome" to their proposed development application. Furthermore, she noted that the ordinance would comply with State regulations while allowing the City to initiate changes to our own land development regulations. Staff recommended approval of Ordinance 25-23.

Mayor Rees opened the public hearing; hearing and seeing none, he closed the public hearing.

Motion by Commissioner Johnson to adopt Ordinance 25-23. Seconded by Commissioner Sharman and carried unanimously 5-0.

- B. **Ordinance 25-24**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.66 ± ACRES LOCATED AT 15359 EAST OAKLAND AVENUE, EAST OF TILDEN OAKS TRAIL, WEST OF GAYLE MILL DRIVE, SOUTH OF LANDRUM DRIVE, AND NORTH OF EAST OAKLAND AVENUE INTO THE CITY OF WINTER

GARDEN, FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Ordinances 25-24 and 25-25 by title only. Planning Director Kelly Carson noted that this request is for annexation, gave the property location, and noted a request for future land use designation. She spoke of the applicant's intent for rezoning after the annexation, noted the property's current use as well as its proposed use, mentioned maintaining and renovation of an existing structure, and saving of the property's largest legacy oak trees. Staff recommended approval of the noted ordinances.

Mayor Rees opened the public hearing; hearing and seeing none, he closed the public hearing.

Motion by Commissioner Jones to adopt Ordinances 25-24 and 25-25. Seconded by Commissioner Johnson and carried unanimously 5-0.

- C. **Ordinance 25-25:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 0.66 ± ACRES LOCATED AT 15359 EAST OAKLAND AVENUE, EAST OF TILDEN OAKS TRAIL, WEST OF GAYLE MILL DRIVE, SOUTH OF LANDRUM DRIVE, AND NORTH OF EAST OAKLAND AVENUE FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

This item was addressed with Item 5.B.

- D. **Ordinance 25-27:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 5.59 ± ACRES LOCATED AT 15373 STATE ROAD 438, EAST OF TILDEN OAKS TRAIL, WEST OF GAYLE MILL DRIVE, SOUTH OF LANDRUM DRIVE, AND NORTH OF STATE ROAD 438 INTO THE CITY OF WINTER GARDEN, FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Ordinances 25-27 and 25-28 by title only. Planning Director Kelly Carson noted that this is a request for annexation, gave the property location, also noting the applicant's desire to assign a future land use designation of low density residential. Ms. Carson described that after annexation, the applicant's intent is to submit a planning development (PD) rezoning application and plans to establish a subdivision, mansion renovation, and save the largest legacy oak trees. Staff recommended approval of the noted ordinances.

There was discussion on marking the oak trees that would be saved, hiring an arborist, and plans being brought back to the City Commission as part of the PD rezoning.

Mayor Rees opened the public hearing; hearing and seeing none, he closed the public hearing.

Motion by Commissioner Jones to adopt Ordinances 25-27 and 25-28. Seconded by Commissioner Sharman and carried unanimously 5-0.

- E. **Ordinance 25-28:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 5.59 ± ACRES LOCATED AT 15373 STATE ROAD 438, EAST OF TILDEN OAKS TRAIL, WEST OF GAYLE MILL DRIVE, SOUTH OF LANDRUM DRIVE, AND NORTH OF STATE ROAD 438 FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

This item was previously addressed with Item 5.D.

- F. **Ordinance 25-34:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION 22-28 OF ARTICLE II OF CHAPTER 22 OF THE WINTER GARDEN CITY CODE RELATING TO PEDDLERS, SOLICITORS AND ITINERANT VENDORS TO ALLOW WITH HOMEOWNERS ASSOCIATIONS TO HOLD NEIGHBORHOOD EVENTS WITH MOBILE FOOD DISPENSING VEHICLES SUBJECT TO OBTAINING A SPECIAL EVENT PERMIT; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Ordinance 25-34 by title only. Planning Director Kelly Carson stated that this ordinance would amend section 22-28 and add a new provision under mobile food dispensing vehicles (also known as food trucks) to allow homeowners associations (HOA) to apply for a maximum of two special event permits per year. Staff feel that this ordinance would provide more opportunities for communities to hold budget-conscious community events. Also, support and protect the city's brick and mortar restaurants. Staff recommended approval.

Mayor Rees opened the public hearing.

Diane Hobbs, 3549 Turningwind Lane, Winter Garden, Florida, inquired about the permit and Ms. Carson responded by explaining the special event permit application process.

Hearing and seeing no other requests for public comment, Mayor Rees closed the public hearing.

Motion by Commissioner Johnson to approve Ordinance 25-34. Seconded by Commissioner Sharman and carried unanimously 5-0.

6. REGULAR BUSINESS

- A. **Resolution 25-10**: A RESOLUTION OF CITY OF WINTER GARDEN, FLORIDA, AMENDING RESOLUTION NO. 24-05 AND RESOLUTION 24-10 TO AUTHORIZE AN INCREASE OF THE LOAN UNDER THE STATE REVOLVING FUND LOAN PROGRAM TO FUND THE CITY'S CONSTRUCTION, EQUIPMENT, MATERIALS, DEMOLITION AND RELATED PROCUREMENT FOR GMP NO. 2 OF THE CITY'S CREST AVENUE WWTF CAPACITY EXPANSION AND PROCESS OPTIMIZATION PROJECT AND THE COST OF DEBT ISSUANCE AND IF SUCH LOAN APPLICATION IS APPROVED, AUTHORIZING THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT, NOTE AND RELATED CLOSING DOCUMENTS; SUCH LOAN WOULD PLEDGE WATER AND SEWER SYSTEM REVENUES AND SHALL NOT PLEDGE AD VALOREM TAXES OR BE A GENERAL OBLIGATION DEBT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

City Attorney Ardaman read Resolution 25-10 by title only. Assistant City Manager of Public Services Stephen Pash stated that this resolution authorizes the City Manager to enter an amended Clean Water State Revolving Fund (CWSRF) Loan Agreement to secure a \$20,000,000 increase to the existing CWSRF Construction Loan (WW480103). This funding is for the Final Guaranteed Maximum Price (GMP No. 2) of the Crest Avenue Wastewater Treatment Facility (WWTF) Capacity Expansion and Process Optimization Project. Mr. Pash stated that the loan is at a 1.64 percent rate. Staff recommended approval.

Motion by Commissioner Bennett to approve Resolution 25-10. Seconded by Commissioner Sharman and Johnson simultaneously and carried unanimously 5-0.

- B. Recommendation to waive formal procurement process and hire Process Control Services LLC for purchase, replacement and installation of equipment on 44 lift stations in the amount of \$113,734.45

Assistant City Manager of Public Services Stephen Pash stated that this is an additional 44 lift stations, which would complete modem and antenna updates. He spoke of Process Control Services LLC and their prior use in updating equipment, which resulted in a reduction of overtime hours due to equipment communication failures. He gave statistics of equipment failures, status, and cost savings. Staff recommended approval.

There was discussion on the completion of all the lift stations, and it was stated that there would be no need to do this again soon.

Motion by Commissioner Bennett to approve waiving the formal procurement process and hiring Process Control Services, LLC for purchase, replacement and installation of equipment on 44 lift stations in the amount of \$113,734.45. Seconded by Commissioner Jones and carried unanimously 5-0.

C. Recommendation to approve Healthy West Orange Trails Connection (HWOTC) Funding Agreement for Fiscal Year 2026 with Bike/Walk Central Florida in the amount of \$20,500

Planning Director Kelly Carson stated that the City is requesting approval of the funding agreement for Fiscal Year 2026 with Bike/Walk Central Florida for the City of Winter Garden's continued participation in the Healthy West Orange Trails Connection. She noted that, since its inception, Bike/Walk Central Florida has provided program facilitation services to support the initiative. Bike/Walk Central Florida anticipates that the City of Winter Garden's funding contribution of \$20,500 is needed for Fiscal Year 2026 to continue the work that has already been started. She acknowledged Patrick Panza, Acting Executive Director of Bike/Walk Central Florida, to come and provide the City Commission with an overview of the work that has been done to date and future planned activities for 2026.

Mr. Panza gave an update on the organization's progress to date, the history of working with the City and other surrounding agencies, provided information on their framework and trail connections, spoke of their planning and analysis, which included projects, events and grant program implementation, as well as some of their next steps looking forward. Staff recommended approval.

Mayor Rees allowed resident Troy Knight an opportunity to inquire about the connection of all five cities, crime, and the impact on our Police and citizen safety. It was noted that it is a good economic driver for all the cities, the funding is earmarked for the trail only, and the initiative is a healthy West Orange. Resident Diane Hobbs inquired if other cities were contributing the same amount. Ms. Carson explained that the amounts were different due to the size of the agency and noted each agency's contribution.

Mr. Panza further expounded on the breakdown of each agency's contribution and answered an attendee question related to the amounts changing to smaller amounts in the future and clarified that the earmarked funding was for the project implementation. There was discussion about the trees and the existing tree canopy and the need to provide adequate shade. Furthermore, discussion ensued on other businesses desiring to partner in this initiative or provide sponsorship.

Motion by Commissioner Jones to approve Healthy West Orange Trails Connection (HWOTC) Funding Agreement for Fiscal Year 2026 with Bike/Walk Central Florida in the amount of \$20,500. Seconded by Commissioner Johnson and carried unanimously 5-0.

D. Recommendation to approve SITE PLAN for 3143 Daniels Road (Seasons 52), subject to conditions

Planning Director Kelly Carson stated that this is a request for site plan approval and gave the property location; noted as the old Macaroni Grill location. She spoke of the proposed plans for the development by the applicant, Seasons 52, noting plans for

demolition of the existing structure, and construction of a new structure with associated site improvements. Furthermore, Ms. Carson indicated that the proposed development is consistent with the property's south beltway center, future land use designation, and PCD zoning requirements. Staff reviewed the application and recommended approval, subject to conditions.

Mayor Rees inquired about the size of this development compared to the other Seasons 52 locations. In response, Ms. Carson recognized the applicant to address this question. Art McIntosh, City Resident, as well as Design Manager and Project Manager for the Seasons 52 Winter Garden project, explained that this is a new smaller prototype and is the newest footprint for future projects.

Mayor Rees expressed that the City is glad they are coming to Winter Garden.

Motion by Commissioner Sharman to approve the site plan for 3143 Daniels Road (Season 52), subject to conditions. Seconded by Commissioner Johnson and carried unanimously 5-0.

E. Recommendation to approve SITE PLAN for 14001 W. Colonial Drive (WGRSC Out Parcel), subject to conditions

Planning Director Kelly Carson stated that this is a request for site plan approval and gave the property location. She spoke of the proposed plans for the development, noted certain site improvements and gave the size and direction of the proposed building. Furthermore, Ms. Carson indicated that the project is consistent with the properties' commercial future land use, and C-2 zoning. Staff recommended approval, subject to conditions.

There was discussion on what business would come to this location, and it was noted that the applicant would build as shell and review their options in the future. It was described as between Regions Bank and Captain D's restaurant.

Motion by Commissioner Bennett to approve the site plan for 14001 W. Colonial Drive (WGRSC Out Parcel), subject to conditions. Seconded by Commissioner Sharman and carried unanimously 5-0.

7. **MATTERS FROM PUBLIC**

David W. Johnson, Sr., 310 N. Dillard Street, Winter Garden, Florida, thanked the City for the services offered at the Jessie Brock Center for seniors and stressed the importance of these services for the senior community. He read excerpts from some of the seniors' testimonials and again thanked the City Commission.

Mayor Rees assured him that the City had not cut any services at the Jessie Brock Center and wanted to address any of those rumors.

Norine Dworkin, VoxPopuli Winter Garden, shared information on their organization being

nominated in the Sunshine State Awards run by the Society for Professional Journalist.

Dillon Torres, 15514 Firelight Drive, Winter Garden, Florida, addressed the connectivity of the bike trails between neighborhoods and commercial properties, and requested that dollar amounts be given for the annexations and related expenditures and revenues.

8. **MATTERS FROM CITY ATTORNEY** - There were no items.

9. **MATTERS FROM CITY MANAGER**

City Manager Jon C. Williams thanked Finance Director Laura Zielonka and the City staff for the work they did in preparing the budget. He spoke of the early start in the year, focusing on the zero-based budget and the challenges throughout this budget process. He commended them for doing a wonderful job and again thanked them.

10. **MATTERS FROM MAYOR AND COMMISSIONERS**

Commissioner Lisa L. Bennett also thanked Finance Director Laura Zielonka and City staff for the budget and breakdown of the information and the meetings.

Commissioner Iliana R. Jones echoed comments of thanks to staff regarding the budget preparations. She thanked the first responders, Police and Firefighters. Furthermore, she thanked the residents who came and addressed the City Commission.

Commissioner Chloe Johnson thanked staff for their hard work, and she noted that it was good to see the residents attend the meeting.

Commissioner Colin Sharman spoke of the impact a book he had been reading has had on him, the opportunity in life for each one to get better and learn something and shared excerpts from the book.

Mayor John Rees spoke of two successful Winter Garden events from the past weekend, thanking staff for their related efforts. He thanked everyone for coming out to the meeting.

11. **ADJOURN**

The meeting adjourned at 7:47 p.m.

ATTEST:

APPROVED:

City Clerk Angela J. Grimmage

Mayor John Rees

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Graham, Police Chief

Via: City Manager Jon C. Williams

Date: October 2, 2025

Meeting Date: October 9, 2025

Subject: Oath of Office and Introduction of New Officers

Issue: Chief Graham requests to introduce and administer the oath of office to new officers.

Recommended action: Authorize Chief Graham to do this after the APPROVAL OF MINUTES portion of the agenda.

Attachment:



Proclamation 25-13

Whereas, breast cancer is the most commonly diagnosed cancer among women, and metastatic breast cancer (MBC)—the stage when cancer spreads beyond the breast to other parts of the body—is responsible for 98% of all breast cancer deaths; and despite advances in early detection and treatment, approximately 30% of early-stage breast cancers will eventually metastasize, with no known cure; and

Whereas, in 2025, an estimated 42,680 Americans and 685,000 people globally will lose their lives to metastatic breast cancer; and

Whereas, despite this staggering toll, less than 13% of breast cancer research global funding is dedicated specifically to MBC, leaving patients with limited treatment options and no cure; and

Whereas, increased research funding is critical to transforming metastatic breast cancer from a terminal diagnosis into a chronic, survivable condition, offering patients more time and more hope; and

Whereas, significant racial disparities persist in breast cancer outcomes—Black women are 40% more likely to die from breast cancer than white women in the U.S., and Hispanic women face breast cancer as the leading cause of cancer-related death. These inequities demand urgent action through research investment, equitable care, and inclusive education; and

Whereas, METAvivor Research and Support, a national nonprofit, exclusively funds Stage 4 MBC research and the global #LightUpMBC campaign elevates MBC awareness, amplifies patient voices, and honors lives lost by illuminating more than 117 landmarks globally in the tri-color MBC awareness ribbon colors of teal (healing), green (hope), and pink (breast cancer origin) each year on October 13; and

Whereas, the city of Winter Garden, Florida is proud to stand with the MBC community by shining a light on their challenges, their courage, and the critical need for dedicated research that saves lives.

Therefore, it is my great pleasure and privilege as the Mayor of the City of Winter Garden, to hereby proclaim **October 13, 2025**, as

METASTATIC BREAST CANCER AWARENESS DAY

in the City of Winter Garden and encourage all residents to support the #LightUpMBC campaign by illuminating landmarks in teal, green, and pink, raising awareness, and advocating for greater equity and investment in metastatic breast cancer research.



In witness thereof, I have hereunto set my hand and caused the City Seal to be affixed this 9th day of October 2025.


Mayor John Rees

Attest:

Angela Grimmage, City Clerk



THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services
Via: City Manager Jon C. Williams
Date: September 30, 2025 **Meeting Date:** October 9, 2025
Subject: Chapter 26 Amendments regarding the Winter Garden Cemetery

Ordinance 25-35

Issue: Staff is recommending changes to Chapter 26 of the City Code to amend the requirements of the Winter Garden Cemetery concerning the purchase of lots, niches, maintenance, and fees.

Discussion:

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 26, ARTICLE II OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES REGARDING THE WINTER GARDEN CEMETERY; PROVIDING FOR REVISIONS TO DEFINITIONS, RESIDENCY REQUIREMENTS FOR PURCHASE OF LOTS AND NICHES, OWNERSHIP RIGHTS, AND FEES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Recommended Action:

Staff recommends approval of Ordinance 25-35.

Attachment(s)/References:

Ordinance 25-35

ORDINANCE 25-35

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 26, ARTICLE II OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES REGARDING THE WINTER GARDEN CEMETERY; PROVIDING FOR REVISIONS TO DEFINITIONS, RESIDENCY REQUIREMENTS FOR PURCHASE OF LOTS AND NICHES, OWNERSHIP RIGHTS, AND FEES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Winter Garden owns and operates a municipal cemetery for the benefit of its residents; and

WHEREAS, the City Commission finds it necessary to amend Chapter 26, Article II of the City Code to clarify residency eligibility for the purchase of lots and niches, refine ownership rights, and update the fee structure accordingly;

WHEREAS, the City Commission finds it to be in the best interest of the public health, safety and welfare to revise the definitions of Chapter 26, City of Winter Garden Code of Ordinances in the manner specified in this Ordinance.

NOW, THEREFORE, BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA, AS FOLLOWS:

SECTION 1: Authority. The City of Winter Garden has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes.

SECTION 2: Adoption. Chapter 26, Article II of the City of Winter Garden Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; provisions not included are not being amended)

Sec. 26-27. Sale of lots.

- (a) All cemetery lots shall be sold subject to the rules and regulations in force or which may be adopted, and such lots shall be used for no other purpose than the burial of the human dead.
- (b) All conveyances, interments, disinterments, plats, avenues, walks and all cemetery improvements and arrangements shall be made subject to such regulations as shall be promulgated by the city commission.
- (c) The regulations provided for in subsection (b) of this section shall be referred to and made a part of every deed of conveyance of cemetery lots in the Winter Garden Cemetery after March 11, 1966.

- (d) Sale of all lots, part lots or grave spaces shall be a function of the city manager. The city manager may refuse to sell any lot, part lot or grave space to any person if such sale would be detrimental to the cemetery, or if such sale would violate the state law prohibiting speculation in cemetery property.
- (e) Each lot in the cemetery will, prior to its sale, be suitably marked by the city with an iron or concrete post placed on each lot corner and set level with the adjacent ground.
- (f) A person desiring to purchase a lot in the cemetery is referred to the cemetery supervisor. The cemetery supervisor will have available suitable plats showing the size and price of lots, and such other information as may be required and will be pleased to render assistance to those desiring to make lot purchases. Upon the prospective purchaser having made a lot selection, the supervisor will issue a lot order to the prospective purchaser, who may either make payment by check at the cemetery or present such order at the office of the city clerk in city hall, where the lot sale will be made and an easement will be issued by mail.
- (g) The city manager or the city clerk are authorized to execute use of easement certificates on behalf of the city to the purchasers of lots within the cemetery.
- (e) The purchase of any lot and/or niche is restricted to City of Winter Garden residents. For purposes of this article, a resident means an individual who is currently domiciled as his/her primary residence within the incorporated limits of the City of Winter Garden at the time of purchase or death. Former residents who are not currently domiciled within the City of Winter Garden but can demonstrate an immediate family member pursuant to section 26-28 (b) who lives within the incorporated limits of the City of Winter Garden or who is already interred are also eligible to purchase a lot subject to compliance with cemetery policy and regulations. The burden of proving residency shall be that of the purchaser.

(Code 1988, § 7-28; Ord. No. 04-02, 2-12-04)

Sec. 26-28. Ownership and title of lots.

- (a) For the purpose of this section, the term "lot owner" or "ownership" shall be construed to mean an easement and the right to use a lot, space, or columbarium niche, as purchased from the city for a consideration, for burial purposes only and under the regulations as prescribed by the city for such use.
- (b) The title to a cemetery lot vests in the lot owner the right to use such lot for burial purposes only, for the lot owner and the lot owner's immediate family, defined for this purpose as the lot owner's parents, spouse, children, step-children, siblings, grandchildren, grandparents, in-laws (mother/father/brother/sister/daughter/son-in-law), provided that such admission is free of charge, without compensation, and in accordance with cemetery policy and regulations. for himself or his immediate family, which shall include the lot owner's father or mother, wife or husband, brother or sister, son or daughter, stepson or stepdaughter, father-in-law or mother-in-law, brother-in-law or sister-in-law, daughter-in-law or son-in-law, grandchildren and grandparents, provided that such admission is free of charge, without compensation and in accordance with the cemetery regulations. Graves for adults as well as for children must not be less than four feet deep.
- (c) All burial rights in cemetery lots purchased from the city occupy the same position as real estate at the death of the owner. At the time of the purchase of the cemetery lots or niches, the purchaser will be required to designate the person or persons to be interred in the lots or niches purchased. Only such persons as names appear on the cemetery records of the city will be recognized as owners of the lots or niches. The city has the right to refuse interment for any person not designated by the original purchaser for internment or ownership. If the death of a lot owner occurs, when the cemetery lot or niche is disposed of by will, a certified copy of the will must be delivered to the city clerk before the city will recognize the change in ownership. If the deceased lot or niche owner left no will, a certified copy of the proof of heirship made in the county judge's court must be presented. A lot owner in making a will may include the cemetery lot or niche and must will it to one person. The city may require the execution of an affidavit to verify a change in ownership or claim of interment rights.

- (d) Any purchaser (or heir or personal representative thereof) of a cemetery lot or columbarium niche from the city may only resell that lot or niche to the city and only for the original purchase price.
- (e) The city hereby reserves an option to repurchase for the original purchase price any cemetery lot or columbarium niche from the estate of the purchaser or any successor or assign thereafter in the event that (i) a situation arises where a purchaser of a cemetery lot or columbarium niche becomes deceased, (ii) the person or persons designated by the purchaser for internment are not interned in the lot or niche, and (iii) there is an attempt to transfer ownership of the lot or columbarium niche to a person not designated by the original purchaser for internment or ownership upon the purchaser's death. Upon the city's repurchase of the cemetery lot or columbarium niche, the city shall have the right to resell such lot or niche.
- (f) In the event the city mistakenly sells or conveys a cemetery lot or columbarium niche to more than one purchaser, then upon discovery of such mistake the situation shall be resolved in the following manner:
 - (i) In the event no burial or internment of cremated remains has occurred within the cemetery lot/space or columbarium niche at issue, then the purchaser issued a document of ownership first in time shall be deemed the sole owner of the cemetery lot/space or columbarium niche and the city shall, as the remaining purchaser's(s') sole remedy, refund the other purchaser's(s') fees paid to the city for the lot/space or niche in full and declare their document(s) of ownership null and void.
 - (ii) In the event a burial or internment of cremated remains has occurred within the cemetery lot/space or columbarium niche at issue, then the purchaser who has buried or interned cremated remains with such lot/space or niche shall be deemed the sole owner of the cemetery lot/space or columbarium niche and the city shall, as the remaining purchaser's(s') sole remedy, refund the other purchaser's(s') fees paid to the city for the lot/space or niche in full and declare their document(s) of ownership null and void.
- (g) All purchasers (including their heirs, personal representatives, successors and assigns in interests) hold the city and the city's elected and appointed officials, officers, attorneys, employees and agents harmless concerning mistakes that may occur in the selling and conveyance of cemetery lots/spaces and columbarium niches and further, agree that the maximum liability the city may incur in the event of such mistakes shall be a sum not exceed an amount equal to 100% of the fees paid to the city by said purchasers for the particular cemetery lots/spaces and columbarium niches at issue. Purchasers waive any and all injunctive relief, specific performance, other monetary and equitable claims against the city that they may or could have brought against the city concerning such matters.

(Code 1988, § 7-29; Ord. No. 04-02, 2-12-04)

Sec. 26-29. Openings and closings.

All openings and closing services at the Winter Garden Cemetery shall be furnished by the city or by its designated agents, licensees, franchises, employees or contract representatives, or any person with whom the city contractually agrees to allow to perform any or all such services, per a rate schedule adopted by resolution of the city commission.

(Code 1988, § 7-30)

Sec. 26-30. Fees, charges and payments.

- (a) All charges for interments, removals, foundations or other work in the cemetery must be paid in advance. No purchaser shall be entitled to a use of easement certificate for any lot in the cemetery, nor shall any burial be made in such cemetery lot until all payments are made in full.
- (b) The payment of all fees and charges shall be made by check at either the office of the city clerk in City Hall or with the cemetery supervisor, where receipts shall be issued for all amounts paid. All cash payments must be made at City Hall.

- (c) The fees for grave spaces, lots, columbarium niches, and catacombs and all other fees related to the cemetery and its operations shall be established by resolution adopted by the city commission. The city commission may establish different fees for residents. For certain cemetery related fees where the city's costs are variable based on third party contractors or service providers, such fee should be at minimum the city's cost plus a twenty percent administrative fee, and the resolution establishing fees may delegate to the city manager or his/her designee authority to modify such fees as needed to ensure such cost plus 20 percent charge is maintained. Such fees and charges for grave spaces shall be \$800.00 per space for all residents within the city and \$1,200.00 per space for all nonresidents for all sections within the Winter Garden Cemetery. Such fees and charges for mausoleum catacombs shall be \$700.00 per catacomb for all residents within the city and \$1,100.00 per catacomb for all nonresidents. Such fees and charges for columbarium niches shall be \$600.00 for all residents within the city and \$900.00 for all nonresidents. For purposes of this section, a resident shall be defined as any person who is a lawful resident of the city at the date of purchase of the grave space, catacomb or columbarium niche. The burden of proving residency shall be that of the purchaser. Upon recommendation of the city manager, the city commission may, by adoption of a resolution, revise all fees and charges for services and grave spaces, which may take effect immediately upon adoption.
- (d) An individual who can prove residency within the incorporated City limits for a period of no less than 6 months has been a city employee for more than one year shall be entitled to purchase a grave space for the same amount as a resident.

(Code 1988, § 7-31; Ord. No. 04-02, 2-12-04)

Sec. 26-31. Disposition of proceeds.

- (a) All monies from the sale of lots, catacombs, niches, services, etc., in the cemetery shall be paid to the city clerk and deposited in the general fund of the city.
- (b) The funeral director may collect and remit to either the city clerk all fees and sale proceeds for openings and closings prior to interment.
- (c) Compensation for collections in subsection (b) of this section shall be, upon recommendation by the city manager, set by the city commission by adoption of a resolution.

(Code 1988, § 7-32; Ord. No. 04-02, 2-12-04)

Sec. 26-32. Supervision.

- (a) Subject to the order of the city commission, the city manager shall have absolute charge of the cemetery and is authorized to enforce all rules; to maintain order; to supervise all workers, visitors and drivers of vehicles; to expel from the grounds all improper persons or those who violate the rules; and to refuse admission to any person or materials when he may deem such action necessary.
- (b) A person from the city's staff will be on the cemetery site from 8:00 a.m. until 4:00 p.m. Monday through Friday and at all burial services.

(Code 1988, § 7-33; Ord. No. 04-02, 2-12-04)

Sec. 26-33. Privileges and restrictions.

- (a) No cemetery lot owner shall allow interments on his lot for remuneration, and no sale, transfer or assignment of any lot shall be valid without the consent of the city manager and an endorsement of any such conveyance by the city clerk.

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- (b) No lot in the cemetery shall be raised above the established grade. Sod shall not be removed from grades nor shall shells, trinkets or objects other than markers or flowers be placed on any grave.
- ~~(c) Reserved.~~
- (~~d~~c) No part of the Winter Garden Cemetery reserved on the plat(s) for street and beautification purposes shall be offered for sale unless such reservations are subsequently vacated and approved for use as cemetery lots by the city commission.
- (~~e~~d) The city reserves the right for its workers and those persons necessary to the performance of normal cemetery operation to enter upon or cross over any lot in the cemetery in the performance of such duties.
- (~~f~~e) The city or its employees assume no liability for damage, actual or mental anguish, in the performance of the cemetery's normal operations, or loss by vandalism or other acts beyond its reasonable control.
- (~~g~~f) No verbal agreement or statement made by any individual which is contrary to this article shall be binding on the city nor shall such agreement or statement in any way change or modify the intent of this article.
- (Code 1988, § 7-34; Ord. No. 04-02, 2-12-04; Ord. No. 18-35, § 3, 9-27-18)

Sec. 26-34. Funerals.

- (a) Under this article, all fees are to be paid in advance before a grave is opened for burial.
- (b) Notice to the city is required no later than 3:00 p.m. Friday for Monday services. However, if special circumstances (i.e., a late Friday death) prevent such notification and a Monday service is desired, the following applies:
- (1) The service must be scheduled for no earlier than 2:00 p.m. on Monday.
 - (2) The funeral director must alert the company that is contracted to do the openings/closings for the city to determine if it is able to support the request, assuming the service will be approved by the city.
 - (3) The city clerk must be notified of the request for the afternoon service no later than 9:00 a.m. on Monday and must confirm that all requirements are met for the burial.
- (c) No services will be held on Sunday.
- (d) No services will be held on any holiday recognized by the city, except for holidays that the city recognizes which fall on Mondays.
- (e) All inquires should be directed to the city clerk at city hall.
- (f) Lot information (space, time of service, etc.) must be provided to the city at the time of any burial request.
- (g) Funeral processions upon entering the cemetery shall be under the control and subject to the direction of the cemetery supervisor.
- (h) The cemetery supervisor shall be given 24 hours' advance notice before any interment shall be made, except as provided in subsection (b) of this section.
- (i) Funeral directors making arrangements for interments shall be responsible for the payment of all interment charges in addition to all charges which have accrued to or against such lot.

(Code 1988, § 7-35; Ord. No. 04-02, 2-12-04)

Sec. 26-35. Conduct in cemetery.

- (a) The cemetery will be open to visitors at all times between the hours of 8:00 a.m. and 5:00 p.m. Permission to enter the cemetery at any other time must be obtained from the supervisor.
- (b) No person shall break or injure any tree or shrub, pick any wild or cultivated flowers or mar any landmark, marker, or memorial or in any way deface the grounds of the cemetery.
- (c) No boxes, shells, toys, discarded glassware, sprinkling cans, receptacles or similar articles will be permitted on any grave, lot or tree.
- (d) Persons within the cemetery grounds shall use only the established avenues, walkways and roads, and are forbidden to trespass on cemetery lots.
- (e) Children under 16 years of age shall not be permitted within the cemetery or its buildings, unless accompanied by an adult.
- (f) No person may use any form of advertisement on cemetery grounds.
- (g) No person shall permit any dog or other domestic animal to enter or remain in the cemetery.
- (h) No person may consume refreshments or liquors within the cemetery or carry such into the premises.
- (i) No person shall throw rubbish or debris on walks, drives or any part of cemetery grounds.
- (j) Unauthorized persons shall not loaf or lounge in any of the buildings in the cemetery or otherwise use any of the grounds, graves or monuments thereon.
- (k) No loud talking shall be permitted on the cemetery grounds within hearing distance of funeral services.
- (l) No money shall be paid the attendants at the entrance or on the grounds. The entire time of the persons regularly employed on the grounds belongs to the cemetery; visitors and owners must not otherwise engage them, unless authorized by the city manager.
- (m) Any person found on the grounds after dark will be considered a trespasser.
- (n) All orders, inquiries and complaints by visitors or owners must be reported to the Assistant City Manager – Public Services.

(Code 1988, § 7-36; Ord. No. 12-28, § II, 6-14-12)

Sec. 26-36. Motor vehicles.

- (a) Motor vehicles shall not be driven through the cemetery grounds at a speed greater than 15 miles per hour.
- (b) Motor vehicles shall be driven and parked only on the right side of the opened roads and driveways.
- (c) No U-turns are permitted.
- (d) Motor vehicles shall not be parked in front of an open grave unless the occupants of such vehicles are in attendance at a funeral.
- (e) The city traffic laws shall be applicable to the operation of motor vehicles in the cemetery.

(Code 1988, § 7-37)

Cross reference(s)—Traffic and vehicles, ch. 74.

Sec. 26-37. Interments.

- (a) No interment will be permitted or body received in the cemetery unless the city interment order is furnished to the city clerk.
- (b) No deceased person or the cremated remains of any deceased person shall be interred without burial permit as required by law. The lot in which the interment is to be made must be fully paid for or arrangements for payment made with the city clerk. Persons arranging for such interment must have the right to the use of such lot. Such lot cannot be used beyond its capacity. Proper record must be made of the exact location of the grave.

(Code 1988, § 7-38)

Sec. 26-38. Conditions of burial.

- (a) Only one interment shall be made in a single grave, crypt, or niche in the cemetery, except that in a grave a mother and infant or two children in one coffin or the cremated remains of any ~~two six~~ persons ~~or one cremated remains and an immediate family member~~ in one grave, may be buried together.
- (b) Lot owners or their heirs desiring graves opened shall secure the necessary disinterment permit from the state and deliver such to the city manager or his designee.
- (c) The city shall not be responsible for errors in location of graves or lots arising from improper instruction of lot owners. Orders from funeral directors shall be construed as orders from owners.
- (d) No person shall be buried in any lot in which such person did not have a legal interest, except by written consent of all parties having a legal interest in such lot, as well as the city.
- (e) Any and all transfers of interment rights are subject to all regulations of the cemetery in full force and effect or which may be enacted.
- (f) Before transfer of interment rights, the original owner must reconvey such interment rights to the city. The city shall then issue a warranty of conveyance to the new owner. The same rules shall apply in all cases of assignment of purchase contract for interment rights. This information shall then be duly recorded in a permanent cemetery file.
- (g) The city may exchange interment rights when desired by owners, but not for interment rights of lesser value. When such an exchange is made, the original conveyance must be surrendered by proper assignment, or by conveyance if considered necessary, plus a fee established by resolution of the city commission ~~of \$5.00 shall be paid before any change is effected.~~
- (h) The subdivision of interment rights shall not be effective without prior consent of the city manager.
- (i) The city may refuse to consent to a transfer or to an assignment as long as there is any indebtedness due the city in connection with the lot, grave memorial, lot care or right of transfer in question.

(Code 1988, § 7-39; Ord. No. 04-02, 2-12-04)

Sec. 26-39. Removal of flowers, emblems.

As soon as flowers, wreaths, emblems, etc., used at funerals and placed on graves become unsightly or faded, they will be removed, and no responsibility for their protection or maintenance is assumed.

(Code 1988, § 7-40)

Sec. 26-40. Lot improvement and maintenance.

- (a) All work on all cemetery lots sold in sections platted and to be platted from and after July 1, 1943, will be done under the direction of the city manager, by the cemetery employees, except when permission is otherwise given.
- (b) Work performed on lots to maintain, change, alter, improve, inter or disinter shall be accomplished by employees of the cemetery under the direction of the city manager.
- (c) All grading, landscaping work and care of trees, shrubs, herbage and all plantings shall be done by cemetery employees, unless special permission is first granted by the city manager.
- (d) Estimates for any special work will be made by the cemetery supervisor upon application, and charges for such work shall be paid in advance.

- (e) If any improvement or alteration of individual property in the cemetery shall be made without prior approval of the city manager, he shall have the right to remove such improvement or alteration at the expense of the owner.
- (f) Chairs, settees, benches and vases shall be permitted only if properly installed and maintained. Failure to properly install or maintain such fixtures will be cause for their removal.
- (g) Coping enclosures, fences, structures of wood and hedges are prohibited. Those structures or enclosures established on any lot prior to the effective date of the ordinance from which this section derives which have, in the judgment of the city manager, become unsightly because of neglect or age will, after 30 days' written notice to the owner, be removed by the city at its expense.
- (h) No elevated mounds shall be built over graves, and no lot shall be filled above the grade established by the cemetery supervisor.
- (i) If any tree, shrub or plant standing upon any lot, by means of its roots, branches or otherwise, becomes detrimental to adjacent lots or avenues or if for any reason its removal is deemed necessary, the cemetery supervisor shall have the right and it shall be his duty to remove such tree, plant or shrub or any part thereof or to otherwise correct the condition existing.
- (j) Potted plants, wreaths and baskets shall be removed from lots and graves when in the judgment of the cemetery supervisor it is in the best interest of the cemetery to remove them.
- (k) The City is not responsible for any damage caused to any marker, headstone, monument, or any other items placed on the gravesite, and owners of plots and their heirs, personal representatives, successors and assigns hold the City harmless from the same. Any damage caused by lawn maintenance, vandals, weather events, or any other activity shall be the sole responsibility of the family of the interned body to repair.

(Code 1988, § 7-41)

Sec. 26-41. Stone or monument work.

The designs, specifications and locations of markers, stones or monuments in the cemetery must first be submitted to the city manager for approval before being ordered or placed. In no case shall the monument be more than six (6) feet tall from grade. The city manager shall not prohibit individual taste in grave markers and shall deny an application only when it would be offensive to other owners or when it would tend to degrade the appearance of the cemetery.

(Code 1988, § 7-42)

Sec. 26-42. Installations, foundations, vaults, markers, and memorials.

- (a) No material shall be allowed to remain in the cemetery longer than is reasonably necessary for any construction work, and no work in the cemetery shall be started on Saturday which cannot be completed on that day.
- (b) Cemetery lot owners are prohibited from erecting vaults which shall extend above the ground. No vault top or concrete slab shall be placed over a grave less than 18 inches below the surface of the ground.
- (c) No more than two inscriptions will be permitted on the face of any crypt in a mausoleum in the cemetery, no more than one inscription will be permitted on the face of any niche and all inscriptions shall be limited to the name of the deceased, the date of birth and date of death of such deceased.
- (d) All foundations shall be built by the city at the cost of the owner, and the city shall assume the responsibility for the proper construction of the foundation.
- (e) The charges for building foundations shall be established by the city manager and shall be reasonable and uniform.

- (f) Only concrete or metal vaults shall be permitted to be used in the cemetery.
- (g) No marker shall be set at any location unless the location has been first approved by the cemetery supervisor and the grave space is paid for in full.
- (h) No material except granite, a good grade of white marble, cut stone from recognized monument quarries, a cementitious product designed to look like marble or stone, and ~~or~~ standard bronze shall be used for markers or monuments. The use of two or more kinds of granite in any one lot varying materially in color or texture shall not be permitted.
- ~~(i) Reserved.~~
- ~~(j) Reserved.~~
- (ki) Interments of non-cremated remains in crypts shall be made in hermetically sealed caskets or boxes. Cremated remains placed in a crypt or niche must be in the original sealed container as provided by the crematory.
- (Hj) In all new additions, only one grave memorial will be permitted on one space. No memorial may be set to embrace two or more grave spaces except a companion or a family memorial unless approved in writing by the city manager at the time of the sale of the interment rights. All memorials shall be set on uniform lines as prescribed by the cemetery supervisor to conform to the general plan of the cemetery.
- (k) When plots are used to bury up to 6 urns with cremated remains, only one monument will be allowed on the plot. Up to six (6) individual markers will be permitted on the ground in front of the monument; however, all markers shall be no larger than 12" x 12" and no more than one inscription will be permitted on the face of each marker. Inscriptions shall be limited to the name of the deceased, the date of birth and date of death of such deceased.

(Code 1988, § 7-43; Ord. No. 04-02, 2-12-04)

Sec. 26-43. Trees, shrubs and flowers.

- (a) Cemetery lot owners are prohibited from planting trees, shrubs, vines or plants on their lots without permission of the city manager.
- (b) All requests for plantings of any kind or description whatsoever shall be submitted in writing to the city manager and his approval first obtained.
- (c) All plantings will be made with the permission of the city manager, in areas set aside for that purpose according to the landscape plan.
- (d) Additional plantings may be made on border lots under the supervision of the city manager.
- (e) Acting for the best interest of the cemetery, the city manager shall have authority to order the pruning, transplanting or removal of trees, shrubs, vines, plants or anything growing upon a lot when he may consider such action necessary.
- (f) Only one vase or wreath arrangement will be permitted in front of any crypt in any mausoleum in the cemetery, except at the time of interment, when the flower arrangements will be allowed to remain in front of the crypt for a reasonable period of time.

(Code 1988, § 7-44)

SECTION 3: Codification: Section 2 of this Ordinance shall be codified and made part of the City of Winter Garden Code of Ordinances.

SECTION 4: Control: In the event of a conflict or conflicts between this Ordinance and other ordinances, this Ordinance controls.

SECTION 5: Severability: It is the intent of the City Commission of the City of Winter Garden, and is hereby provided, that if any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 6: Effective Date: This Ordinance shall become effective upon adoption at its second reading.

FIRST READING: _____, 2025.

SECOND READING: _____, 2025.

ADOPTED this _____ day of _____, 2025, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

John Rees, Mayor/Commissioner

ATTEST:

ANGELA J. GRIMMAGE, City Clerk

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THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manger – Public Services
Via: City Manager Jon C. Williams
Date: September 26, 2025 **Meeting Date:** October 9, 2025
Subject: New resolution to establish fees for the Witner Garden Cemetery.

Resolution 25-11

Issue: Staff is recommending removing the fees associated with the Cemetery from City Code and including them in a Resolution that also allows pass-through fees. These fees may be changed by the City Manager when the contractors we use for this service change the fees they charge the City.

Discussion:

A RESOLUTION OF THE CITY OF WINTER GARDEN, FLORIDA, ADOPTING FEES AND CHARGES RELATED TO THE WINTER GARDEN CEMETERY PURSUANT TO CHAPTER 26, ARTICLE II OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES; PROVIDING FOR SEVERBILITY AND AN EFFECTIVE DATE.

Recommended Action:

Staff recommends approval of Resolution 25-11.

Attachment(s)/References:

Resolution 25-11

RESOLUTION 25-11

A RESOLUTION OF THE CITY OF WINTER GARDEN, FLORIDA, ADOPTING FEES AND CHARGES RELATED TO THE WINTER GARDEN CEMETERY PURSUANT TO CHAPTER 26, ARTICLE II OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted Ordinance 35-25 amending Chapter 26, Article of the City of Winter Garden Code of Ordinances, which in part, provides for the City Commission to adopt fees and charges related to the Winter Garden Cemetery by resolution; and

WHEREAS, pursuant to Section 26-30 and other applicable provisions of Chapter 26, Article II, Code of Ordinances, the City Commission desires to establish fees and charges related to the Winter Garden Cemetery as set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WINTER GARDEN, FLORIDA, AS FOLLOWS:

Section I. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference.

Section II. Adoption. The City Commission hereby adopts and approves the fees and charges related to the Winter Garden Cemetery set forth in **Exhibit “A”** attached hereto.

Section III. Severability. If any portion of this Resolution is determined to be void, unconstitutional, or invalid by a court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

Section IV. Effective Date. This Resolution shall become effective upon approval by the City Commission at its second reading.

PASSED AND RESOLVED this __ day of _____ 2025 by the City Commission of the City of Winter Garden, Florida.

APPROVED:

John Rees, Mayor/Commissioner

ATTESTED:

Angee Grimmage, City Clerk

EXHIBIT A

CITY OF WINTER GARDEN

CEMETERY LOTS/GRAVE SPACES

\$3,000.00 (interment)

Minimum 6 cremation spaces (in headstone).....\$6,000.00

CEMETERY LOTS/CREMATION SPACES

Minimum 6 cremation spaces (in headstone).....\$6,000.00

Maximum 12 cremation spaces \$2,000.00 per additional space (6 in headstone, 6 in ground)

COLUMBARIUM NICHES

\$2,000.00

Adopted by Resolution 25-11 Effective October 9, 2025

Pass Through Costs (All pricing below is subject to change as directed by City Manager or designee based on cost to City + 20% Administrative Fee)	
Opening and closing services (ground/cremation in ground)	\$930.00
Opening and closing services for disinterment and reinterment in cemetery	\$1,344.00
Opening and closing for disinterment for removal from cemetery	\$762.00
Opening and closing for reinterment from another cemetery	\$762.00
Opening and closing for infant burial	\$762.00
Setup services	\$690.00
Columbarium opening and closing (Niches/Headstone)	\$630.00
Miscellaneous expenses (All pricing below is subject to change as directed by City Manager or designee based on cost to City + 20% Administrative Fee)	
Rental of Chapel/Pavilion	\$200.00
Extra chairs (12)	\$210.00
Extra tent (1)	\$210.00
Saturday Services add	\$270.00
Holiday Services	\$510.00
Services not completed by 4:00 p.m. Prorated----	\$30.00 per hour
Services scheduled at or after 3:00 p.m.	\$120.00 flat fee
Exchange of Interment Rights	\$25.00

*Grave, mausoleum catacombs, and columbarium services are the same price, unless otherwise noted.

FOUNDATIONS		MAXIMUM BASE SIZE	VA
SINGLE	\$100.00	3'4" X 1'4" (40"X16")	2'X2' (24"X24")
DOUBLE	\$150.00	7'X6"X1'4" (90"X16")	

**** No Sunday Services Allowed****

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services

Via: City Manager, Jon C. Williams

Date: September 30, 2025

Meeting Date: October 9, 2025

Subject: Core & Main, LP – Piggyback Contract

Issue:

The City often needs pipes, fittings, and accessories to work on repairs to water, sewer, and reclaimed water pipes. Core & Main, LP is a large supplier of this equipment, and they currently have a contract with the City of Boynton Beach, which has been extended through 10/4/2026 to supply this equipment and staff is requesting to continue using this contract to piggyback purchasing this equipment.

Recommended Action:

Staff requests approval to use the City of Boynton Beach Contract with Core & Main, LP as a piggyback contract.

Attachment(s)/References:

City of Boynton Beach Contract Renewal Notice

The City of Boynton Beach



PROCUREMENT SERVICES
P.O. BOX 310
BOYNTON BEACH, FLORIDA
33425-0310
TELEPHONE NO: (561) 742-6310
FAX: (561) 742-6316

September 9, 2022

Core & Main LP

Benjamin.strasser@coreandmain.com

Susan.reed@coreandmain.com

RE: **“ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES”**
BID #: WH22-048

Contract Period: October 5, 2022 thru October 4, 2023

Dear: Susan Reed and Benjamin Strasser,

At the Commission meeting on September 8, 2022, the BID for **“ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES”** was awarded and your company was one of two selected.

A Blanket Purchase Order will be issued to your company on an “As Needed Basis”.

We would like to thank you for responding to this Bid. If you have any questions regarding this Bid, please contact Michael Dauta, Manager of Materials and Distribution, at dautam@bbfl.us

Sincerely,

Mara Frederiksen
Director of Financial Services

Enclosure: Tabulation Sheet

The City of Boynton Beach



**PROCUREMENT SERVICES
3301 QUANTUM BLVD
SUITE 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA
33425-0310
TELEPHONE NO: (561) 742-6310
FAX: (561) 742-6316**

August 7, 2025

Core & Main LP

Benjamin.strasser@coreandmain.com

BID NAME: “ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES”

BID # WH22-047

EXTENSION PERIOD: OCTOBER 17, 2025 thru OCTOBER 16, 2026

To whom it may concern:

At the Commission meeting held on August 5, 2025, the bid for “**ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES**” was approved for an additional year with the same terms, conditions and prices.

Thank you for extending this Bid and we look forward to working with your company for an additional year.

If you have any questions or concerns, please contact Michael Dauta, Division Director, Materials and Distribution, at dautam@bbfl.us.

Sincerely,

Michael Dauta

Division Director, Materials and Distribution

The City of Boynton Beach



**PROCUREMENT SERVICES
3301 QUANTUM BLVD
SUITE 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA
33425-0310
TELEPHONE NO: (561) 742-6310
FAX: (561) 742-6316**

August 7, 2025

Core & Main LP

Benjamin.strasser@coreandmain.com

Susan.reed@coreandmain.com

BID NAME: “ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES”

BID # WH22-048

EXTENSION PERIOD: OCTOBER 5, 2025 thru OCTOBER 4, 2026

To whom it may concern:

At the Commission meeting held on August 5, 2025, the bid for “**ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES**” was approved for an additional year with the same terms, conditions and prices.

Thank you for extending this Bid and we look forward to working with your company for an additional year.

If you have any questions or concerns, please contact Michael Dauta, Division Director, Materials and Distribution, at dautam@bbfl.us.

Sincerely,

Michael Dauta

Division Director, Materials and Distribution

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services

Via: City Manager, Jon C. Williams

Date: September 30, 2025

Meeting Date: October 9, 2025

Subject: Sensus USA, Inc. – Piggyback Contract

Issue:

The City has been updating our water and irrigation meters throughout the system for the last several years and all of them are Sensus meters. Sensus USA, Inc. has a contract with Clay County to provide these meters, which has been extended through 9/30/2029. Staff is requesting to piggyback this contract to provide these meters.

Recommended Action:

Staff requests approval to use the Clay County Contract with Sensus USA, Inc. as a piggyback contract.

Attachment(s)/References:

Clay County Contract
Clay County FY 2026 Contract Pricing

Master Products and Services Agreement

between

Clay County Utility Authority
("Customer")

and
Sensus USA Inc.
("Sensus")

IN WITNESS WHEREOF, the parties have caused this Master Products and Services Agreement ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"), unless the Customer provides written notice to Sensus of its desire to not renew the Agreement one hundred twenty (120) days before the end of the then existing Term. The "Term" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.

By: 
Tim Harriger (Sep 19, 2019)
Name: Tim Harriger
Title: VP Sales, NA Water
Date: Sep 19, 2019

Pricing remains firm until 10/1/2019 ("Trigger Date")

All purchase orders shall be sent to the address provided by Sensus. Sensus may change this address upon notice to Customer.

Customer: Clay County Utility Authority

By: 
Name: Tom Morris
Title: Executive Director
Date: 09/17/19

Contents of this Agreement:
Agreement

Exhibit A	Software
Exhibit B	Technical Support
Exhibit C	Pricing

Customer order acknowledgements shall be sent to:
[insert email address or fax number]

Sensus shall send all invoices to:
Clay County Utility Authority
Attn: Cara Clark
3176 Old Jennings Road
Middleburg, FL 32068
cclark@clayutility.org

1. **Equipment.**

A. **Purchase of Equipment.**

- i. **Equipment.** Customer shall purchase from Sensus the quantities and types of Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") set forth in Exhibit C at the prices set forth in Exhibit C.
- ii. **Delivery.** Customer shall pay for delivery of the Equipment from Sensus' or Sensus' contracted manufacturers' factory to Customer's warehouse, unless the order is over seven thousand five hundred (\$7,500) USD, then Sensus shall pay for the delivery of the Equipment from Sensus' or Sensus' contracted manufacturer's factory to Customer's warehouse. All Equipment is shipped F.O.B. Customer's designated delivery location. Risk of Loss, title to, and property in, the Equipment shall pass to Customer upon acceptance by Customer. Customer must provide notice to Sensus within five (5) business days from delivery of shipments that are not deemed as accepted; otherwise shipment shall be deemed as successfully accepted by Customer.
- iii. **Project Number.** Customer shall include the Sensus project number on all Purchase Orders. Orders submitted to Sensus may not be canceled or amended, or deliveries deferred, by Customer except with Sensus' prior written consent.
- iv. **Warranty.** The Equipment purchased directly from Sensus is warranted as set forth in this subsection (v).
 - (a) Sensus warrants its water metering equipment and gas SmartPoint Modules according to the terms and conditions (including all limitations and exclusions) in the Sensus G-500 warranty, available at: <https://www.sensus.com/tc> (click on the G500 link), or 1-800-METER-IT ("G-500 Warranty"). To the extent the terms of the G-500 Warranty conflict with the terms in this Agreement, the terms of this Agreement shall control.
 - (b) Sensus warrants all other goods, software, and services, except for the water metering equipment and gas SmartPoint Modules, according to the terms and conditions (including all limitations and exclusions) in the Sensus Limited Warranty, available at: <https://www.sensus.com/tc> (click on the General Warranty link), or 1-800-METER-IT "General Limited Warranty". To the extent the terms of the General Limited Warranty conflict with the terms in this Agreement, the terms of this Agreement shall control.
 - (c) The G-500 Warranty and the General Limited Warranty are hereby incorporated by reference as if fully set forth herein.

B. **Limitations and Exclusions.** THE WARRANTIES IN THIS SECTION 1, THE G-500 WARRANTY, AND THE GENERAL LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE LICENSES, AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

C. **Ongoing Maintenance of Equipment.**

- i. **Field Devices.** Customer shall be responsible for the ongoing maintenance of the Field Devices. Customer shall provide the field services labor to visit a problem Field Device and perform diagnostics and repair or replacement.
- ii. **RF Field Equipment.** Customer shall be responsible for the ongoing maintenance of the RF Field Equipment. Customer shall be responsible for the ongoing monthly operations and expenses related to the RF Field Equipment, including any leasing costs, construction costs, taxes and costs of WAN Backhaul. Customer shall pay for electric power to the RF Field Equipment.

2. **Services.**

A. **Installation of Equipment.**

- i. **Generally** Customer shall install the Field Devices at its End Users' premises, or other location as applicable, unless otherwise stated in writing between the parties.
- ii. **Field Devices.** Customer shall install the Field Devices at its End Users' premises, or other location as applicable. For electricity products, Customer shall first test and confirm that each socket to which a Network Device will be connected is in safe operating condition, is fully functional and is not "hot", damaged or otherwise in need of maintenance or repair.
- iii. **RF Field Equipment.** Sensus shall perform the propagation analysis in the Service Territory to determine where to locate the RF Field Equipment. Any installation work related to RF Field Equipment shall be subject to a separate agreement which describes the scope and pricing for such work.

B. **Software Implementation.** Sensus shall install and configure the Software and shall install the Software on the Server Hardware.

C. **IT Systems Integration Services.** Integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.

D. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.

E. **Project Management.** Project management of the FlexNet System is not included in this Agreement. Any project management shall be subject to a separate agreement which describes the scope and pricing for such work.

F. **Training.** Training on the use of the FlexNet System is not included in this Agreement. Any training shall be subject to a separate agreement which describes the scope and pricing for such work.

3. **Software.**

A. **Software License.**

B. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.

C. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

4. **Spectrum.**

A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 11/21/2014 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.

5. **General Terms and Conditions.**

A. **Payment.** All payment and pricing is subject to the terms in Exhibit C.

- B. Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
- C. Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the total amount paid by Customer directly to Sensus under this Agreement. This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- D. Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
- E. Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
- F. Intellectual Property Rights**
- i. Software and Materials. No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
 - ii. Customer Data. Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
 - iii. Consent to Use of Customer Data. Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus or affiliate equipment, software, or service; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
 - iv. Access to Customer Data. Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.
- G. Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.
- H. Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- I. Compliance with Laws.** Customer and Sensus shall each comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer and Sensus shall not take any action, or permit the taking of any action by a third party, which may render the other one of them liable for a violation of applicable laws.
- i. **Export Control Laws.** Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.

- ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- iii. **Florida Public Records Laws.** Notwithstanding any provisions of the Agreement to the contrary, The Florida Public Records Act and Article I, Section 24 of the Florida Constitution ("Florida Public Records Laws"), are broadly interpreted, construed, and applied to Customer as a public body of the State of Florida, and, as may be required by statutory and case law, Sensus as the contractor of Customer. Customer's timely lawful compliance with the Florida Public Records Laws is required at all times, and any such compliance with the provisions thereof shall not constitute any default or failure of performance, nor excuse any covenant made or performance due from Sensus under Agreement. Customer shall notify Sensus within five (5) business days of receiving a request under the Florida Public Records Laws for any records which would constitute Confidential Information and to the extent allowed by law, Customer shall apply exceptions to disclosure of the Confidential Information that are applicable under the Acts. If a suit is filed by a member of the public with respect to any such request, Customer will cooperate in any action to intervene filed by Sensus. Notwithstanding any provision in this Agreement to the contrary, Sensus will indemnify and hold harmless Customer for any and all costs and attorneys' fees awarded to a prevailing plaintiff arising out of or related to a suit which result from Customer's actions, taken at Sensus' request, in compliance with this provision in protecting the Confidential Information from public disclosure.
- J. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- K. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- L. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- M. **Governing Law and Dispute Resolution.** The rights, obligations and remedies of the parties as specified under the Contract will be interpreted and governed in all respects by the laws of the State of Florida. Litigation involving this Agreement or any provision thereof shall take place in the State or Federal Courts located in Clay County, Florida. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- O. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- P. **Four Corners.** This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- Q. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

6. Definitions

- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. **"Available Meter"** means an installed Sensus FlexNet meter (with a SmartPoint Module installed) or a Sensus SmartPoint Module which has been installed on a third party meter, and which, in either case, is not an Unavailable Meter (or on an Unavailable Meter in the case of SmartPoint Modules on third party meters) and which satisfies all of the following criteria: (i) it functions properly, and is not a damaged or failed meter; (ii) Intentionally Omitted (iii) it is serviced by RF Field Equipment that has not been subjected to a power failure greater than eight (8) total hours; (iv) neither it nor the RF Field Equipment that serves that meter has been affected by a Force Majeure event; (v) jamming of the radio spectrum is not preventing or interfering with radio communication to or from the meter; (vi) it is installed in the Service Territory; (vii) it has not been reported to Customer under Sensus' or Customer's preventative maintenance; (viii) its functioning or performance has not been adversely affected by a failure of Customer to perform its obligations or tasks for which it is responsible under this Agreement; (ix) its functioning or performance has not been adversely affected by a failure or insufficiency of the back haul telecommunications network of Customer for communications among the components of the Sensus FlexNet System; and (x) it has been installed in compliance with the procedures and specifications approved by Customer and Sensus.
- C. **"Confidential Information"** means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
- D. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- E. **"Field Devices"** means the SmartPoint Modules.

- F. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- G. **"FlexNet System"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- H. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- I. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- J. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- K. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- L. **"Licensed Software"** means the Sensus proprietary software that Sensus expressly licenses to Customer as specifically set forth in this Agreement.
- M. **"LCM"** identifies the load control modules.
- N. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer during the Term of this Agreement.
- O. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- P. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- Q. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- R. **"Release"** means both Updates and Upgrades.
- S. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- T. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- U. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- V. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- W. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- X. **"Server Hardware"** means the RNI hardware.
- Y. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- Z. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- AA. **"TouchCoupler Unit"** identifies an inductive coupler connection from a water register to the SmartPoint Module.
- BB. **"Unavailable Meters"** include meters with sockets with power cut at the pole, meters that are booted on the line side, sockets that are not provided power due to a power delivery system failure, meters with tamper, theft or other human induced failures that render the meter or SmartPoint Module incapable of providing a read, a Force Majeure event induced failures of the power delivery system, socket or meter, and/or any system or meter maintenance issue that precludes the meter from transmitting its message to the network. Examples of Unavailable Meters include: (i) Intentionally Omitted; (ii) Intentionally Omitted; (iii) Intentionally Omitted; (iv) Intentionally Omitted; (v) Broken TouchCoupler unit: the TouchCoupler unit is damaged by intentional or unintentional acts; (vi) Broken Clip: the clip that holds the TouchCoupler unit into the radio package housing is broken and the unit cannot complete the inductive electrical connection; (vii) Improper installation of the TouchCoupler unit: the TouchCoupler unit is not pushed all the way into the housing clip causing the unit to not be able to complete the inductive electrical connection; (viii) Unit not installed through the pit lid: the unit is not installed with the antenna positioned through the pit lid and properly secured with the retaining nut. The radio unit must also be securely attached to the antenna section; (ix) Radio unit not securely attached to the Antenna unit: The water-proof SmartPoint Module housing is not properly installed and secured to the antenna unit; (x) Damaged antenna: the unit's antenna is damaged by intentional or unintentional acts; (xi) Damaged radio package: the unit's water-proof radio package is damaged by intentional or unintentional acts; (xii) Data Base errors: the unit is removed from the system but not updated in the database. Still shown as in the system when in fact has been removed; (xiii) Phantom Units: the unit is removed from the system but is still transmitting and being heard by the system; and (xiv) Other Installation Defect: the unit is otherwise installed improperly so that it does not communicate with the FlexNet Base Station.
- CC. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- DD. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- EE. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A Software

Software as a Service

I. Description of Services.

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both: (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an Application):

- Regional Network Interface (RNI) Software
- Sensus Analytics
 - Enhanced Package
- Consumer Portal

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

- B. **Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

- C. **Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. Software as a Service means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - a. Network addresses and virtual private networks (VPN)
 - b. Standard time source (NTP or GPS)
 - c. Security access points
 - d. Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - a. Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backpool, logs, message broker storage, etc.)
 - b. If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - c. Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures. Sensus will coordinate changes or configurations with Customer if said changes or configurations will interfere with Customer's operations.
 - d. Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - e. Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - a. Implement the data retention plan and policy, and will provide the policy upon request.
 - b. Monitor space and capacity requirements.
 - c. Respond to database alarms and notifications.
 - d. Install database software upgrades and patches.
 - e. Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes,

consistency checks, run SQL query/agent jobs, etc.

vii. Incident and Problem Management. Sensus will:

- a. Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
- b. Respond to incidents and problems that may occur to the Application(s).
- c. Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
- d. Correlate incidents and problems where applicable.
- e. Sensus personnel will use the self-service portal to document and track incidents.
- f. In the event that a Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
- g. Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
- h. Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.

viii. Security Management. Sensus will:

- a. Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
- b. Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
- c. Conduct periodic penetration testing of the network and data center facilities.
- d. Conduct monthly vulnerability scanning by both internal staff and external vendors.
- e. Perform anti-virus and Malware patch management on all systems.
- f. Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
- g. Respond to any potential threat found on the system and work to eliminate virus or malware found.
- h. Adhere to and submit certification to NERC/CIP Cyber Security standards.
- i. Monitor industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
- j. Provide secure web portal access (SSL) to the Application(s).

ix. Backup and Disaster Recovery Management. Sensus will:

- a. Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
- b. Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
- c. Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
- d. Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
- e. Provide disaster recovery environment and perform fail-over to disaster recovery environment within forty-eight (48) hours of declared event.
- f. Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
- g. Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
- h. In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
- i. The Application shall have a RTO of forty-eight (48) hours.
- j. The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
- k. Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. **Software as a Service** does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

II. Further Agreements

A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

ii. Calculations

- a. **Targeted Minutes of Operation** or **TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
- b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

iii. Exceptions. Exceptions mean the following events:

- Force Majeure
- Emergency Work, as defined below; and
- Lack of Internet Availability, as described below.

- a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("**Emergency Work**"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "**Managed Systems**"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.

- b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

B. **Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:

- i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
- ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.

- iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
- iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
- v. Dry pipe pre-action fire detection and suppression systems are provided.
- vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. Responsibilities of Customer.

- i. Customer shall promptly pay all Software as a Service fees.
- ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
- iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
- iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
- v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

- i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.
 - a. **Core Package**
 - (i) **Communication**
 - 1. Manages all inbound and outbound traffic to and from endpoints
 - 2. Outbound routing optimization
 - 3. Route analyzer
 - 4. AES256 bit encryption of radio messages
 - 5. Reports and metric details of network performance and troubleshooting aids
 - 6. Management of RF equipment (base stations and endpoint radios)
 - (ii) **Data Collection**
 - 1. Missing read management
 - 2. Management of duplicate reads
 - 3. 60 day temporary storage
 - (iii) **Application integration**
 - 1. To Sensus Analytics applications
 - 2. Enable 3rd party application integration
 - 3. Batch CMEP file export
 - 4. Real-time access through MultiSpeak
 - (iv) **Endpoint Management**
 - 1. Gas, water, electric, lighting concurrent support
 - 2. Remote configuration
 - 3. Remote firmware updates
 - 4. Reports, metrics and Troubleshooting
 - (v) **User Management**
 - 1. Secure access
 - 2. Password management

3. Definable user roles
4. User permissions to manage access to capabilities
- b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
 - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
 1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
 2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
 - (ii) Customer Responsibilities:
 1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
 2. Establish the network and security required for the two systems to reasonably communicate.
 3. Verify integration to third party system functionality is working as intended.
 - (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

III. Sensus Analytics

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- i. Device Access
 - a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
 - b. Allows a view of the meter interval or register reads.
 - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
 - d. Allows the current and historical data to be viewed.
 - e. Allows the current usage to be compared to historical distribution averages.
 - f. Allows the user to see the meter location on a map view.
 - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
 - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems)
- ii. Meter Insight (provides the following)
 - a. # of active meters.
 - b. # of orphaned meters with drill down to the list of meters.
 - c. # of inactive meters with usage drill down to the list of meters.
 - d. # of stale meters with drill down to the list of meters.
 - e. # of almost stale meters with drill down to the list of meters.
 - f. # of meters where no read is available with drill down to the list of meters.
 - g. # of meters with maximum threshold exceptions with drill down to the list of meters.
 - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
 - i. # of unknown radios with drill down to the list of meters.
- iii. Report Access
 - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
 - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
 - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
 - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
 - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
 - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
 - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
 - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
 - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
 - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
 - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
 - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
 - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI. Users must enter which billing request file prior to running the report.
 - n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
- iv. Billing Access
 - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
 - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
 - c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.

- d. Will store created billing files for a period of three years unless otherwise denoted.
 - e. The system will allow creation of test files before export to the billing system.
 - v. Billing Adaptor
 - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
 - vi. Data Store
 - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
 - b. Stored data is available online for reports and analysis.
 - c. Data will be retained for 3 years. Additional duration can be purchased.
- B. **Enhanced Package.** The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:
 - i. Alarm Insight
 - a. Allows the user to summarize and filter alarms by a date range.
 - b. Allows the user to review all alarm types on a single screen.
 - c. The user can filter out the alarms not wanted on the screen.
 - d. Alarm totals can be visualized.
 - e. Adds a view of trending alarms over time.
 - f. Click to drill down on an alarm to gain more information on specific events.
 - g. Click to analyze a specific event on a particular device.
 - ii. Alert Manager
 - a. Allows creation of alert groups who will be notified when an alarm occurs.
 - b. Users can manage alert groups by adding and removing group members.
 - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
 - d. Allows creation of an alert from the available system events from smart points and assign to a group.
 - e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.
- C. **Sensus Analytics Customer Portal.** The Customer Portal (CP) is a cloud-based platform that aggregates data from several sources. The CP Package may consist of the following modules or widgets provided Customer purchases access to the modules.
 - i. Web Portal Standard Features
 - a. Self-serve sign up and account/password management
 - b. Dynamic sizing to work on most standard browsers
 - c. Customizable logo and backdrop images
 - d. Capable of supporting multiple languages (Spanish and English standard)
 - e. Provides links to bill payment and support web locations. (Single Sign On access is not standard)
 - f. Supports multiple accounts and multiple meters
 - g. Supports multiple Units of Measure (UoM)
 - h. Exportable data
 - i. Alerts and Notifications that can be delivered to the customers' points of contact
 - j. Support for multiple alert recipients
 - k. Admin Management of Widgets Displayed
 - ii. Web Portal Additional Features
 - a. Single Sign: Integration to other web services in a manner that does not require the user to login multiple times
 - b. Water usage down to 15-minute intervals.
 - c. Presentation of Tier Limits and Tier Alerts
 - iii. Dashboard Page Widgets
 - a. Current Billing Cycle View Widget: Allows the customer to view how much water they have used since the billing cycle has started
 - b. Alerts: Shows the alerts created by meters or usage alerts
 - c. Notifications: Allows messages to be sent to customers by the Utility – Sent via Text, Email or presented on the Portal
 - d. Billing Cycle Threshold: Shows users progress toward Billing Cycle Usage Target set as an alert
 - iv. Add-on Dashboard Widgets
 - a. Watering Schedule: Presents data regarding the days and times that the account can use outdoor water
 - b. Bill Estimate: Provides an estimate of the cost of the water used in the billing cycle.
 - c. Sandbox: Provides a widget space for the utility to place documents, links, and videos; (up to 100Mb)
 - v. Usage Details Features
 - a. Consumption in various time periods
 - b. Exportable to other file formats
 - c. Temperature and Rainfall data
 - vi. Meters Features
 - a. Meter information including Meter #, address, current reading,
 - b. Meter Nicknames
 - vii. Meter Tab Additional Features
 - a. Google Maps view of meter location (Location data provided by Utility)
 - viii. Settings – Usage Alerts (per meter)

- a. Billing Cycle Usage Alert
- b. Daily Usage Alert
- c. Vacation Alerts
- ix. Settings – Usage Alerts Additional Features
 - a. Tier Alerts
- x. Alert Recipients Features
 - a. Editable selection of alerts to receive
 - b. Additional Recipient management
- xi. User Settings Features
 - a. Change of email address
 - b. Customer management of points of contact
 - c. Customer capability to add additional accounts
 - d. Customer password management (Self-serve)

D. Integration of Sensus Analytics. Sensus shall provide integration support services to Customer only to the extent specifically provided below:

- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, and user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
- ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
- iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
- iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
- v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
- vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from: (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- vii. **Customer Acknowledgements.**
 - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
 - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
 - c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting and indemnifies Sensus for any claims resulting therefrom.
 - d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
 - e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

IV. Third party Software

A. RedHat Linux. If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B Technical Support

1 Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2 Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3 Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4 Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

A. Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable; inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and

attached to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into Salesforce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into Salesforce Knowledge Base.
3	1 Business Day	30 business days	• Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into Salesforce Knowledge Base. • Fix incorporated into future release.

6. **Problem Escalation Process.**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
- 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
- 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.
- 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

Exhibit C
Pricing



Sensus USA, Inc.
450 North Gallatin Ave.
PO Box 487
Uniontown, PA 15401
1-800-METER-IT

DATE September 13, 2019
EFFECTIVE DATE 10/1/2019
EXPIRATION DATE 9/30/2020
Quote Reference
CONTRACT

Bill to Customer: 140427

Ship to Customer: 1

Clay County Utility Authority
Attn: Celeste Goldberg
3176 Old Jennings Rd
Middleburg, FL 32068

Clay County Utility Authority
3176 Old Jennings Rd
Middleburg, FL 32068

SALESPERSON		SHIPPING METHOD	SHIPPING TERMS	PAYMENT TERMS
Gaff Michinski		Freight allowed on \$5,000 or more per order	FOB Destination	Net 30 days
Line	Part Number	DESCRIPTION	UNIT PRICE	
1	SM50535200001	iPERL cable 6' TRPL 2-wire	\$	18.69
2	I5S2GAXX	5/8x3/4" iPERL meter	\$	99.86
3	I5S2GAXR	5/8x3/4" iPERL meter - RECLAIM	\$	102.19
4	I3S2GAXX	3/4" iPERL meter	\$	117.01
5	I3S2GAXR	3/4" iPERL meter - RECLAIM	\$	119.37
6	I4S2GAXX	1" iPERL meter	\$	146.64
7	I4S2GAXR	1" iPERL meter - RECLAIM	\$	148.98
8	V5VPX9XSGAD	5/8x3/4" Ally meter	\$	382.50
9	E2SXXJAXXGAXS0D	Electronic Register Plus - 5/8x3/4" SRII Register only	\$	63.39
10	E2SRXJAXXGAXS0D	Electronic Register Plus - 5/8" SRII Register only - RECLAIM	\$	64.73
11	E3SXXJAXXGAXS0D	Electronic Register Plus - 3/4" SRII Register only	\$	63.39
12	E3SRXJAXXGAXS0D	Electronic Register Plus - 3/4" SRII Register only - RECLAIM	\$	64.73
13	E4SXXJAXXGAXS0D	Electronic Register Plus - 1" SRII Register only	\$	63.39
14	E4SRXJAXXGAXS0D	Electronic Register Plus - 1" SRII Register only - RECLAIM	\$	64.73
15	T11XXXXG1AT0X	1.5" Omni T2 meter	\$	613.34
16	T11RXXXXG1AT0X	1.5" Omni T2 meter - RECLAIM	\$	636.71
17	T25XXXXG1AT0X	2" Omni T2 meter - 10" lay length	\$	605.87
18	T25RXXXXG1AT0X	2" Omni T2 meter - 10" lay length - RECLAIM	\$	621.32
19	T21XXXXG1AT0X	2" Omni T2 meter	\$	725.59
20	T21RXXXXG1AT0X	2" Omni T2 meter - RECLAIM	\$	748.97
21	T31XXXXG1AT0X	3" Omni T2 meter	\$	928.39
22	T31RXXXXG1AT0X	3" Omni T2 meter - RECLAIM	\$	951.77
23	T41XXXXG1AT0X	4" Omni T2 meter	\$	1,710.37
24	T41RXXXXG1AT0X	4" Omni T2 meter - RECLAIM	\$	1,745.43
25	T61XXXXG1AT0X	6" Omni T2 meter	\$	2,689.52
26	T61RXXXXG1AT0X	6" Omni T2 meter - RECLAIM	\$	2,747.79
27	T81XXXXG1AT0X	8" Omni T2 meter	\$	6,218.96
28	T81RXXXXG1AT0X	8" Omni T2 meter - RECLAIM	\$	6,892.76
29	TA1XXXXG1AT0X	10" Omni T2 meter	\$	8,965.16
30	TA1RXXXXG1AT0X	10" Omni T2 meter - RECLAIM	\$	8,981.71
31	C11XXXXG1AT0X	1.5" Omni C2 meter	\$	1,142.86
32	C23XXXXG1AT0X	2" Omni C2 meter	\$	1,280.11

33	C33XXXXXG1AT0X	3" Omni C2 meter	\$ 1,618.40
34	C43XXXXXG1AT0X	4" Omni C2 meter	\$ 2,615.61
35	C63XXXXXG1AT0X	6" Omni C2 meter	\$ 4,742.38
36	C81XXXXXG1AT0X	8" Omni C2 meter	\$ 8,176.94
37	CA1XXXXXG1AT0X	10" Omni C2 meter	\$ 10,527.70
38	F4CXXXXXG1AT0X	4" Omni F2 meter - Compact lay length	\$ 7,314.80
39	F6CXXXXXG1AT0X	6" Omni F2 meter - Compact lay length	\$ 7,755.74
40	F8CXXXXXG1AT0X	8" Omni F2 meter - Compact lay length	\$ 12,437.93
41	FACXXXXXG1AT0X	10" Omni F2 meter - Compact lay length	\$ 17,790.98
42	F4SXXXXXG1AT0X	4" Omni F2 meter - standard lay length	\$ 7,458.71
43	F6SXXXXXG1AT0X	6" Omni F2 meter - standard lay length	\$ 8,995.86
44	F8SXXXXXG1AT0X	8" Omni F2 meter - standard lay length	\$ 14,001.01
45	FASXXXXXG1AT0X	10" Omni F2 meter - standard lay length	\$ 19,717.41
46	H31CXXXXG8AT0KA2	3" Omni H2 meter	\$ 1,357.64
47	5390753739604	TouchReader M3096+	\$ 315.78
48	5396353704808	Juniper Archer 2	\$ 4,661.28
49	10000149073	Archer 2 Single Ethernet Dock	\$ 1,000.54
50	5396353704404	CommandLink	\$ 569.12
51	5191016200004	FieldLogic Communicator Package	\$ 286.38
52	5396353752201MI	520M SmartPoint - Single Port TouchCouple Fit-Set	\$ 132.70
53	5396353752203MI	520M SmartPoint - Dual Port TouchCouple Fit-Set	\$ 143.32
54	5396373752201MI	520M SmartPoint - Single Port TouchCouple Fit-Set - "500 or 505B Upgrade"	\$ 101.21
55	5396373752203MI	520M SmartPoint - Dual Port TouchCouple Fit-Set - "500 or 505B Upgrade"	\$ 101.21
56	5396373752201MI	520M SmartPoint - Single Port TouchCouple Fit-Set - "505C Upgrade"	\$ 101.21
57	5396373752203MI	520M SmartPoint - Dual Port TouchCouple Fit-Set - "505C Upgrade"	\$ 101.21
58	5396373752201MI	520M SmartPoint - Single Port TouchCouple Fit-Set - "520R Upgrade"	\$ 84.35
59	5396373752203MI	520M SmartPoint - Dual Port TouchCouple Fit-Set - "520R Upgrade"	\$ 84.35
60	5396653700002	Smart Gateway - FlexNet Transmitter	\$ 285.60
61	5396633739001	Smart Gateway Optional Multi-Cable	\$ 34.67
62	5191055500002	1" test port pressure sensor kit	\$ 567.12
63	5191055500003	1.5" test port pressure sensor kit	\$ 591.60
64	5191055500004	2" test port pressure sensor kit	\$ 648.72
65	5191055500005	Pressure Sensor Kit	\$ 525.00
66	539 66 555 00001	Liquid Chemical Level Monitoring Kit	\$ 2,800.00
67	539 66 555 00002	Wastewater Level Monitoring Kit	\$ 3,160.00
68	539 66 555 00003	Ultrasonic Water Level Monitoring Kit	\$ 3,000.00
69	539 66 555 00004	Remote Door Indicator Kit	\$ 28.00
70	539 66 555 00005	Remote Rollup and Personnel Door Indicator Kit	\$ 69.00
71		Submersible Level Kit for Water	\$ 1,400.00
72		Submersible Level Kit for Wastewater	\$ 2,360.00
73	M400B2	M400B2 Base Station	\$ 26,737.15
74	5PM-900	Sensus Power & Antenna Monitor	\$ 3,461.12
75	R100NA	R100NA Collector w/ Antenna Kit	\$ 6,308.64
76	PM 550/5100 WAR	550/5100 Base Station Extended Warranty - Annual Fee per unit	\$ 2,575.00
77	PM M400 WAR	M400B/M400B2 Base Station Extended Warranty - Annual Fee per unit	\$ 1,500.00
78	PM R100NACO WAR	R100NA Collector Extended Warranty - Annual Fee per unit	\$ 291.65
79	PM 5PM-900 WAR	Sensus Power & Antenna Monitor Extended Warranty - Annual Fee per unit	\$ 200.00
80	MS RNI SAA5	SaaS RNI - Annual Fee	\$ 72,156.00
81	5396383700535F	SaaS Sensus Analytics Enhanced - 35k - Annual Fee	\$ 66,844.00
82		SaaS Sensus Analytics - Hidden Revenue Locator - Annual Fee	\$ 59,000.00

83	5A WTR CP 1.5	SaaS Sensus Analytics: Customer Portal - Up To 25k users - Annual Fee	\$ 56,000.00
84	5A CP TXT MSGS	SaaS Sensus Analytics: Customer Portal Unlimited Text Message - Annual Fee	\$ -
85	5A SU WTR CP	Customer Portal Setup Fee	\$ -
86	P5 SA CP CIS	Customer Portal CIS Integration Fee	\$ -
87	P5 SA CP TRAIN	Customer Portal Training Fee	\$ -
Parts not listed to be quoted at 24% off current list price			
All other products and services to be quoted separately			
IF MODIFICATIONS IN METER MATERIALS OR PROCESSING ARE REQUIRED TO MEET NEW REGULATIONS, THE PRICING SUBMITTED IS SUBJECT TO IMMEDIATE CHANGE. Thank you for your interest in quality products by Sensus.			

Current as of: 9/13/2018

Correspondence:

Sensus
1183 Teal Street
Bowling Green, KY 42104

Purchase Order:

Sensus
PO Box 487
Uniontown, PA 15401
sensus_orders@sensus.com
1-800-METER-IT
1-800-638-3748

Robert Whitaker - Sales Director, Southern Region

This Quotation is an offer to sell which includes and is subject to the Sensus USA Inc. Terms of Sale available for viewing and downloading at www.Sensus.com. Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.

Payment Terms

Escalation. Customer shall pay for all goods and services rendered by Sensus hereunder at the prices set forth in this Exhibit C (or in the Quote if one is referenced on the first page. If there is a Quote referenced on the first page, such Quote is incorporated into this Exhibit C by reference). The pricing in Exhibit C shall remain firm until the Trigger Date (as defined on the first page of the Agreement). Starting on the Trigger Date, and on each anniversary of the Trigger Date thereafter, the pricing in Exhibit C shall automatically adjust to equal the summation of (i) the amount charged for such pricing component during the immediately preceding year ("Base Amount"); plus (ii) the product of the Base Amount multiplied by the percentage rate of increase in the Escalator(s) during the immediately preceding year (which product shall not be less than zero, such that the pricing in Exhibit C cannot decrease under this section). The Escalator(s) will be calculated utilizing the Escalator(s) published the month prior to the anniversary of the Trigger Date compared to the equivalent month from one year earlier to determine the escalation. For example, if the Trigger Date occurs in January 2015, the Escalator(s) will be calculated by comparing December 2013 and December 2014 figures.

"Escalator(s)" means the following:

- i. **For services:** three percent (3%).
- ii. **For Water Meters:**
 - (a) **For bronze and low lead water metering products:** the percentage change, for the relevant period, of the average of: (a) the United States Bureau of Labor Statistics Producer Price Index, Commodities, Group: Metals and metal products, Item: Copper and copper-base alloy castings (excl. die-castings), series ID: WPU102807013, not seasonally adjusted; and (b) the United States Bureau of Labor Statistics Producer Price Index, Industry Data, Industry and Product: Plastics material and resins mfg., series ID: PCU 325211325211, not seasonally adjusted.
 - (b) **For plastic main case meters:** the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Producer Price Index, Industry Data, Industry and Product: Plastics material and resins mfg., series ID: PCU 325211325211, not seasonally adjusted.
 - (c) **For Omni meters:** the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Producer Price Index, Commodities, Group: Metals and metal products, item: other gray and ductile iron castings, other, series ID: WPU101504, not seasonally adjusted.
- iii. **For all other goods and services:** the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) "All Items Less Food and Energy" for the U.S. City Average for All Items, 1982-84 = 100, not seasonally adjusted, or substantially similar succeeding index.
- iv. Any Escalator increases called forth in this Agreement shall be calculated to the third decimal point (e.g. 2.576%)

Equipment. Invoices for all Field Devices, RF Field Equipment, Server Hardware and any other goods sold by Sensus hereunder shall be delivered along with the relevant goods.

Third Party Devices. In cases where Customer requests or requires Sensus to deliver SmartPoint Modules to a third-party manufacturer (or any other third party), payment for such modules is due within thirty (30) days of the invoice date to such manufacturer or other third party, irrespective of how long it takes such third party to deliver the SmartPoint Modules to Customer.

Services. Invoices for Ongoing Fees and services shall be delivered annually or monthly, as applicable, in advance. Invoices for other services shall be delivered upon completion of the applicable service.

Invoices and Payment. Customer shall pay all invoices within thirty (30) days of the invoice date. Sensus reserves the right to establish credit limits for Customer and may require full or partial payment prior to shipment of any goods or commencement of any services provided hereunder. All payments shall be made via electronic payment to the account(s) indicated by Sensus from time to time, unless Sensus requests a change in payment methods in writing.

Late Payments. Any invoices not disputed in good faith by Customer which Customer does not pay within the time provided in this Agreement shall bear interest at the lower of (i) one and a half percent (1.5%) per month up to a maximum of eighteen percent (18%) per year; or (ii) the highest rate permitted by applicable law (collectively, "Interest Rate").

Disputed Invoices. If Customer disputes an invoice, Customer must give written notice of the dispute to Sensus within thirty (30) days of the invoice date. If Customer does not do so, the entire invoice shall be deemed payable without reduction, set off, or claim. If Customer gives written notice of the dispute within the required thirty (30) days, it shall, at such time as the notice is given, pay the undisputed amount of the invoice and the disputed portion shall be resolved by the parties or, if necessary, under the dispute resolution provisions of this Agreement. If it is ultimately determined that some or all of the disputed amount was payable, that amount shall bear interest from the original due date until Customer pays it at the Interest Rate.

Withholding. Customer may withhold payment on an invoice for defective goods and services. Payment by Customer of an invoice shall deem Sensus to have fully complied with this Agreement for all goods and services represented in the invoice and with all other terms and conditions of this Agreement prior to the date of such payment.

Taxes. All prices quoted are exclusive of federal, state and municipal taxes. Customer shall be liable for all sales, use and other taxes (whether local, state or federal) imposed on this Agreement or the goods, services, licenses, and/or other rights provided to Customer hereunder.

Packaging. Sensus reserves the right to select the manner in which Equipment is packaged. Quoted prices include regular packing. Special requirements for packing will be subject to extra charges. Shipping and completion dates quoted by Sensus are made in good faith but are not guaranteed.

Address for Purchase Orders. All purchase orders shall be sent to the address listed below. Sensus may change this address at any time, upon written notice to the Customer (such notice may be provided via email).

Sensus USA Inc.
PO Box 487
Uniontown, PA 15401
Attn: Customer Service
Fax: 800-888-2403
Email: sensus.orders@xylerinc.com



Sensus USA, Inc.
450 North Gallatin Ave.
PO Box 487
Uniontown, PA 15401
1-800-METER-IT

DATE August 1, 2025
EFFECTIVE DATE 10/1/2025
EXPIRATION DATE 9/30/2026
Quote Reference
CONTRACT

Bill to Customer: 140431

Ship to Customer: 1

Clay County Utility Authority
Attn: David Rawlins, Jr
3176 Old Jennings Rd
Middleburg, FL 32068

Clay County Utility Authority
3176 Old Jennings Rd
Middleburg, FL 32068

SALESPERSON		SHIPPING METHOD	PAYMENT TERMS
Griff Machinski		Freight allowed on \$5,000 or more per order	Net 30 days
Line	Part Number	DESCRIPTION	UNIT PRICE
1	SM50535200001	iPERL+ cable 6' TRPL 2-wire	\$ 21.96
2	SM50546439002	iPERL+ cable 25' TRPL 2-wire	\$ 26.06
3	IX5S1GAXXXXXXXD	5/8"x3/4" iPERL+ meter w/ 6' TRPL 2-wire	\$ 142.44
4	IX5S1GAXRXXXXXXD	5/8"x3/4" iPERL+ meter - RECLAIM w/ 6' TRPL 2-wire	\$ 152.64
5	IX5S2GAXXXXXXXD	5/8"x3/4" iPERL+ meter w/ 25' TRPL 2-wire	\$ 146.57
6	IX5S2GAXRXXXXXXD	5/8"x3/4" iPERL+ meter - RECLAIM w/ 25' TRPL 2-wire	\$ 156.77
7	IXES1GAXXXXXXXD	5/8"x3/4" iPERL+ METAL meter w/ 6' TRPL 2-wire	\$ 179.81
8	IXES1GAXRXXXXXXD	5/8"x3/4" iPERL+ METAL meter - RECLAIM w/ 6' TRPL 2-wire	\$ 190.72
9	IXES2GAXXXXXXXD	5/8"x3/4" iPERL+ METAL meter w/ 25' TRPL 2-wire	\$ 183.00
10	IXES2GAXRXXXXXXD	5/8"x3/4" iPERL+ METAL meter - RECLAIM w/ 25' TRPL 2-wire	\$ 193.90
11	IX3S1GAXXXXXXXD	3/4" iPERL+ meter w/ 6' TRPL 2-wire	\$ 159.70
12	IX3S1GAXRXXXXXXD	3/4" iPERL+ meter - RECLAIM w/ 6' TRPL 2-wire	\$ 169.89
13	IX3S2GAXXXXXXXD	3/4" iPERL+ meter w/ 25' TRPL 2-wire	\$ 163.82
14	IX3S2GAXRXXXXXXD	3/4" iPERL+ meter - RECLAIM w/ 25' TRPL 2-wire	\$ 174.01
15	IXCS1GAXXXXXXXD	3/4" iPERL+ METAL meter w/ 6' TRPL 2-wire	\$ 189.80
16	IXCS1GAXRXXXXXXD	3/4" iPERL+ METAL meter - RECLAIM w/ 6' TRPL 2-wire	\$ 200.71
17	IXCS2GAXXXXXXXD	3/4" iPERL+ METAL meter w/ 25' TRPL 2-wire	\$ 195.09
18	IXCS2GAXRXXXXXXD	3/4" iPERL+ METAL meter - RECLAIM w/ 25' TRPL 2-wire	\$ 203.89
19	IX4S1GAXXXXXXXD	1" iPERL+ meter w/ 6' TRPL 2-wire	\$ 221.03
20	IX4S1GAXRXXXXXXD	1" iPERL+ meter - RECLAIM w/ 6' TRPL 2-wire	\$ 224.79
21	IX4S2GAXXXXXXXD	1" iPERL+ meter w/ 25' TRPL 2-wire	\$ 225.16
22	IX4S2GAXRXXXXXXD	1" iPERL+ meter - RECLAIM w/ 25' TRPL 2-wire	\$ 228.92
23	IXDS1GAXXXXXXXD	1" iPERL+ METAL meter w/ 6' TRPL 2-wire	\$ 243.41
24	IXDS1GAXRXXXXXXD	1" iPERL+ METAL meter - RECLAIM w/ 6' TRPL 2-wire	\$ 254.31
25	IXDS2GAXXXXXXXD	1" iPERL+ METAL meter w/ 25' TRPL 2-wire	\$ 246.59
26	IXDS2GAXRXXXXXXD	1" iPERL+ METAL meter - RECLAIM w/ 25' TRPL 2-wire	\$ 257.50
27	V5VPX1XSGAD	5/8x3/4" Ally meter w/ 6' TRPL 2-wire	\$ 417.45
28	V5VRX1XSGAD	5/8x3/4" Ally meter - RECLAIM w/ 6' TRPL 2-wire	\$ 457.64
29	V3VPX1XSGAD	3/4" Ally meter w/ 6' TRPL 2-wire	\$ 458.26
30	V3VRX1XSGAD	3/4" Ally meter - RECLAIM w/ 6' TRPL 2-wire	\$ 498.46
31	V4VPX1XSGAD	1" ally meter w/ 6' TRPL 2-wire	\$ 481.04
32	V4VRX1XSGAD	1" ally meter - RECLAIM w/ 6' TRPL 2-wire	\$ 521.23
33	SX2X538P1GAXS0D	5/8"x3/4" SRII meter w/ 6' TRPL wire	\$ 153.99

34	SX2R538P1GAXS0D	5/8x3/4" SRII meter w/ 6' TRPL wire - RECLAIM	\$ 169.66
35	SX2X53AP1GAXS0D	5/8"x3/4" SRII meter w/ 20' TRPL wire	\$ 156.85
36	SX2R53AP1GAXS0D	5/8x3/4" SRII meter w/ 20' TRPL wire - RECLAIM	\$ 164.69
37	SX4X338P1GAXS0D	3/4" SRII meter w/ 6' TRPL wire	\$ 200.27
38	SX4R338P1GAXS0D	3/4" SRII meter w/ 6' TRPL wire - RECLAIM	\$ 215.95
39	SX4X33AP1GAXS0D	3/4" SRII meter w/ 20' TRPL wire	\$ 200.81
40	SX4R33AP1GAXS0D	3/4" SRII meter w/ 20' TRPL wire - RECLAIM	\$ 208.64
41	SX5X338P1GAXS0D	1" SRII meter w/ 6' TRPL wire	\$ 256.71
42	SX5R338P1GAXS0D	1" SRII meter w/ 6' TRPL wire - RECLAIM	\$ 272.39
43	SX5X33AP1GAXS0D	1" SRII meter w/ 20' TRPL wire	\$ 257.25
44	SX5R33AP1GAXS0D	1" SRII meter w/ 20' TRPL wire - RECLAIM	\$ 265.09
45	ES_XX38XXGAXS0D	Electronic Register+ - SRII Register only w/ 6' TRPL wire (must specify size)	\$ 74.18
46	ES_RX38XXGAXS0D	Electronic Register+ - SRII Register only - RECLAIM w. 6' TRPL wire (must specify size)	\$ 77.35
47	ES_XX3AXXGAXS0D	Electronic Register+ - SRII Register only w/ 20' TRPL wire (must specify size)	\$ 73.30
48	ES_RX3AXXGAXS0D	Electronic Register+ - SRII Register only - RECLAIM w. 20' TRPL wire (must specify size)	\$ 76.44
49	EA_XX38XXGAXS0D	Electronic Register+ - accuStream Register only w/ 6' TRPL wire (must specify size)	\$ 74.18
50	EA_RX38XXGAXS0D	Electronic Register+ - accuStream Register only - RECLAIM w. 6' TRPL wire (must specify size)	\$ 76.43
51	EA_XX3AXXGAXS0D	Electronic Register+ - accuStream Register only w/ 20' TRPL wire (must specify size)	\$ 73.30
52	EA_RX3AXXGAXS0D	Electronic Register+ - accuStream Register only - RECLAIM w. 20' TRPL wire (must specify size)	\$ 76.44
53	R1X1AX2GXW0XXSD	1.5" Omni+ R2 meter	\$ 583.22
54	R1R1AX2GXW0XXSD	1.5" Omni+ R2 meter - RECLAIM	\$ 603.02
55	R1X9XX2GXW0XXSD	1.5" Omni+ R2 measuring chamber assembly	\$ 504.80
56	R1R9XX2GXW0XXSD	1.5" Omni+ R2 measuring chamber assembly - RECLAIM	\$ 524.79
57	R2X1AX2GXW0XXSD	2" Omni+ R2 meter	\$ 815.86
58	R2R1AX2GXW0XXSD	2" Omni+ R2 meter - RECLAIM	\$ 835.66
59	R2X5XX2GXW0XXSD	2" Omni+ R2 meter - 10" lay length	\$ 755.18
60	R2R5XX2GXW0XXSD	2" Omni+ R2 meter - 10" lay length - RECLAIM	\$ 776.21
61	R2X9XX2GXW0XXSD	2" Omni+ R2 measuring chamber assembly	\$ 541.58
62	R2R9XX2GXW0XXSD	2" Omni+ R2 measuring chamber assembly - RECLAIM	\$ 561.57
63	T1X1XX2GXW0XXSD	1.5" Omni+ T2 meter	\$ 793.92
64	T1R1XX2GXW0XXSD	1.5" Omni+ T2 meter - RECLAIM	\$ 824.18
65	T1X9XX2GXW0XXSD	1.5" Omni+ T2 measuring chamber assembly	\$ 610.43
66	T1R9XX2GXW0XXSD	1.5" Omni+ T2 measuring chamber assembly - RECLAIM	\$ 629.12
67	T2X5XX2GXW0XXSD	2" Omni+ T2 meter - 10" lay length	\$ 889.21
68	T2R5XX2GXW0XXSD	2" Omni+ T2 meter - 10" lay length - RECLAIM	\$ 919.48
69	T2X1XX2GXW0XXSD	2" Omni+ T2 meter	\$ 939.21
70	T2R1XX2GXW0XXSD	2" Omni+ T2 meter - RECLAIM	\$ 969.48
71	T2X9XX2GXW0XXSD	2" Omni+ T2 measuring chamber assembly	\$ 628.57
72	T2R9XX2GXW0XXSD	2" Omni+ T2 measuring chamber assembly - RECLAIM	\$ 647.26
73	T3X1XX2GXW0XXSD	3" Omni+ T2 meter	\$ 1,201.74
74	T3R1XX2GXW0XXSD	3" Omni+ T2 meter - RECLAIM	\$ 1,232.00
75	T3X9XX2GXW0XXSD	3" Omni+ T2 measuring chamber assembly	\$ 906.35
76	T3R9XX2GXW0XXSD	3" Omni+ T2 measuring chamber assembly - RECLAIM	\$ 925.04
77	T4X1XX2GXW0XXSD	4" Omni+ T2 meter	\$ 2,213.94
78	T4R1XX2GXW0XXSD	4" Omni+ T2 meter - RECLAIM	\$ 2,259.32
79	T4X9XX2GXW0XXSD	4" Omni+ T2 measuring chamber assembly	\$ 924.50
80	T4R9XX2GXW0XXSD	4" Omni+ T2 measuring chamber assembly - RECLAIM	\$ 943.18
81	T6X1XX2GXW0XXSD	6" Omni+ T2 meter	\$ 4,436.49
82	T6R1XX2GXW0XXSD	6" Omni+ T2 meter - RECLAIM	\$ 4,454.51
83	T6X9XX2GXW0XXSD	6" Omni+ T2 measuring chamber assembly	\$ 1,716.87
84	T6R9XX2GXW0XXSD	6" Omni+ T2 measuring chamber assembly - RECLAIM	\$ 1,735.55

85	T8X1XX2GXW0XXSD	8" Omni+ T2 meter	\$ 7,792.91
86	T8R1XX2GXW0XXSD	8" Omni+ T2 meter - RECLAIM	\$ 7,811.31
87	T8X9XX2GXW0XXSD	8" Omni+ T2 measuring chamber assembly	\$ 2,221.31
88	T8R9XX2GXW0XXSD	8" Omni+ T2 measuring chamber assembly - RECLAIM	\$ 2,239.99
89	TAX1XX2GXW0XXSD	10" Omni+ T2 meter	\$ 10,160.38
90	TAR1XX2GXW0XXSD	10" Omni+ T2 meter - RECLAIM	\$ 10,178.78
91	TAX9XX2GXW0XXSD	10" Omni+ T2 measuring chamber assembly	\$ 2,221.31
92	TAR9XX2GXW0XXSD	10" Omni+ T2 measuring chamber assembly - RECLAIM	\$ 2,239.99
93	C1X1XX2GXW0XXSD	1.5" Omni+ C2 meter	\$ 1,295.21
94	C1X9XX2GXW0XXSD	1.5" Omni+ C2 measuring chamber assembly	\$ 893.42
95	C2X3XX2GXW0XXSD	2" Omni+ C2 meter	\$ 1,494.47
96	C2X9XX2GXW0XXSD	2" Omni+ C2 measuring chamber assembly	\$ 911.56
97	C3X3XX2GXW0XXSD	3" Omni+ C2 meter	\$ 1,892.99
98	C3X9XX2GXW0XXSD	3" Omni+ C2 measuring chamber assembly	\$ 1,305.51
99	C4X3XX2GXW0XXSD	4" Omni+ C2 meter	\$ 3,287.83
100	C4X9XX2GXW0XXSD	4" Omni+ C2 measuring chamber assembly	\$ 1,323.66
101	C6X3XX2GXW0XXSD	6" Omni+ C2 meter	\$ 5,678.96
102	C6X9XX2GXW0XXSD	6" Omni+ C2 measuring chamber assembly	\$ 2,537.33
103	C8X1XX2GXW0XXSD	8" Omni+ C2 meter	\$ 9,217.94
104	C8X9XX2GXW0XXSD	8" Omni+ C2 measuring chamber assembly	\$ 2,708.63
105	CAX1XX2GXW0XXSD	10" Omni+ C2 meter	\$ 11,867.96
106	CAX9XX2GXW0XXSD	10" Omni+ C2 measuring chamber assembly	\$ 2,708.63
107	F4XCXX2GXW0XXSD	4" Omni+ F2 meter - Compact lay length	\$ 7,749.16
108	F4XSXX2GXW0XXSD	4" Omni+ F2 meter - standard lay length	\$ 7,901.62
109	F4X9XX2GXW0XXSD	4" Omni+ F2 measuring chamber assembly	\$ 1,369.00
110	F6XCXX2GXW0XXSD	6" Omni+ F2 meter - Compact lay length	\$ 9,714.50
111	F6XSXX2GXW0XXSD	6" Omni+ F2 meter - standard lay length	\$ 10,141.11
112	F6X9XX2GXW0XXSD	6" Omni+ F2 measuring chamber assembly	\$ 2,628.03
113	F8XCXX2GXW0XXSD	8" Omni+ F2 meter - Compact lay length	\$ 14,543.93
114	F8XSXX2GXW0XXSD	8" Omni+ F2 meter - standard lay length	\$ 15,783.47
115	F8X9XX2GXW0XXSD	8" Omni+ F2 measuring chamber assembly	\$ 3,015.35
116	FAXCXX2GXW0XXSD	10" Omni+ F2 meter - Compact lay length	\$ 20,803.33
117	FAXSXX2GXW0XXSD	10" Omni+ F2 meter - standard lay length	\$ 22,227.61
118	FAX9XX2GXW0XXSD	10" Omni+ F2 measuring chamber assembly	\$ 3,015.35
119	H3X1XX1GXW0X1SD	3" Omni+ H2 meter	\$ 1,534.87
120	H3X9XX1GXW0X1SD	3" Omni+ H2 measuring chamber assembly	\$ 990.44
121	G1X_PXX1GXAXXSD	1.5" Cordonal meter (must specify lay length) - without pressure - 6' TRPL	\$ 1,485.26
122	G1R_PXX1GXAXXSD	1.5" Cordonal meter (must specify lay length) - without pressure - 6' TRPL - RECLAIM	\$ 1,516.52
123	G1X_PXP1GXAXXSD	1.5" Cordonal meter (must specify lay length) - 6' TRPL	\$ 1,750.86
124	G1R_PXP1GXAXXSD	1.5" Cordonal meter (must specify lay length) - 6' TRPL - RECLAIM	\$ 1,782.12
125	G2X_PXP1GXAXXSD	2" Cordonal meter (must specify lay length) - without pressure - 6' TRPL	\$ 1,599.12
126	G2R_PXP1GXAXXSD	2" Cordonal meter (must specify lay length) - without pressure - 6' TRPL - RECLAIM	\$ 1,630.38
127	G2X_PXP1GXAXXSD	2" Cordonal meter (must specify lay length)	\$ 1,864.72
128	G2R_PXP1GXAXXSD	2" Cordonal meter (must specify lay length) - RECLAIM	\$ 1,895.98
129	G3X_PXP2GXAXXSD	3" Cordonal meter (must specify lay length)	\$ 2,692.25
130	G3R_PXP2GXAXXSD	3" Cordonal meter (must specify lay length) - RECLAIM	\$ 2,724.07
131	G4X_PXP2GXAXXSD	4" Cordonal meter (must specify lay length)	\$ 4,277.70
132	G4R_PXP2GXAXXSD	4" Cordonal meter (must specify lay length) - RECLAIM	\$ 4,309.52
133	G6X_PXP2GXAXXSD	6" Cordonal meter (must specify lay length)	\$ 6,385.46
134	G6R_PXP2GXAXXSD	6" Cordonal meter (must specify lay length) - RECLAIM	\$ 6,416.71
135	G8X_PXP2GXAXXSD	8" Cordonal meter (must specify lay length)	\$ 10,996.12

136	G8R_PXP2GXAXXSD	8" Cordoned meter (must specify lay length) - RECLAIM	\$ 11,027.38
137	539 07 537 39604	TouchReader M3096+	\$ 539.35
138	539 63 537 04418	CommandLink II	\$ 796.09
139	519 10 162 00003	FieldLogic Communicator Package	\$ 316.29
140	539 63 537 52201MI	520M SmartPoint - Single Port TouchCouple Pit-Set	\$ 164.60
141	539 63 537 52203MI	520M SmartPoint - Dual Port TouchCouple Pit-Set	\$ 190.25
142	539 63 537 51207MI	512M-PLS SmartPoint	\$ 175.65
143	539 66 537 00002	Smart Gateway - FlexNet Transmitter	\$ 354.26
144	539 66 337 39001	Smart Gateway Optional Multi-Cable	\$ 40.41
145	519 10 555 00002	1" test port pressure sensor kit	\$ 654.22
146	519 10 555 00003	1.5" test port pressure sensor kit	\$ 682.47
147	519 10 555 00004	2" test port pressure sensor kit	\$ 748.35
148	519 10 555 00005	Pressure Sensor Kit	\$ 615.13
149	M420B w/ SPM -900	M420B Base Station with SPM-900	\$ 41,739.24
150	R100NA	R100NA Outdoor Collector w/ Antenna Kit	\$ 8,000.00
151	R100NA	R100NA Indoor Collector w/ Antenna Kit	\$ 3,240.76
152	539 63 555 04321	M400B/B2 Base Station upgrade kit to M420 XCVR+PA	\$ 14,540.37
153	539-63-555-04920	S100 Upgrade Kit to M420DS (non-upgradeable)	\$ 17,011.59
154	000-10-001-40395	S50/100 Upgrade GPS Antenna if needed	\$ 327.09
155	539-63-337-00030	MAS1 Hi-Isolation Deplexor	\$ 3,250.00
156	PM RF SITE UPGR	RF Field Technician - Base Station Site Upgrade	\$ 3,000.00
157	PM RF ENG SVC	RF Field Technician M400/M420 Base Station Certification Fee	\$ 3,000.00
158	PM RF R100	RF Field Technician R100 Base Station Certification Fee	\$ 750.00
159	SPM-900	Sensus Power & Antenna Monitor	\$ 4,293.11
160	PM M400 WAR	M400B/M400B2/M420B Base Station Extended Warranty - Annual Fee per unit	\$ 1,791.08
161	PM R100NA APW/R	R100NA Outdoor Base Station Extended Warranty - Annual Fee per unit	\$ 896.52
162	PM S50/S100 WAR	S50/S100 OUTDOOR Base Station Extended Warranty - Annual Fee per unit	\$ 3,074.68
163	PM S50/S100 WAR	S50/S100 INDOOR Base Station Extended Warranty - Annual Fee per unit	\$ 3,074.68
164	MS RNI SAAS	SaaS RNI - Annual Fee	\$ 86,158.03
165	5396383700535F	SaaS Sensus Analytics Enhanced - Annual Fee	\$ 79,815.23
Parts not listed to be quoted at 24% off current list price			
All other products and services to be quoted separately			
IF MODIFICATIONS IN METER MATERIALS OR PROCESSING ARE REQUIRED TO MEET NEW REGULATIONS, THE PRICING SUBMITTED IS SUBJECT TO IMMEDIATE CHANGE. Thank you for your interest in quality products by Sensus.			

Current as of: 8/1/2025

Correspondence:

Sensus
639 Davis Drive Suite 400
Morrisville, NC 27560

Griff Machinski - Sr. Account Development Manager
Griff.Machinski@xylem.com

Purchase Orders:

Sensus
PO Box 487
Uniontown, PA 15401
sensus.orders@xylem.com
1-800-METER-IT
1-800-638-3748

This Quotation is an offer to sell which includes and is subject to the Sensus USA Inc. Terms of Sale available for viewing and downloading at www.Sensus.com. Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services

Via: City Manager, Jon C. Williams

Date: September 30, 2025

Meeting Date: October 9, 2025

Subject: Building Inspection Services

Issue:

The Building Department sometimes needs assistance to complete all of the plan review, inspections, and other building related items.

Discussion:

Willdan Engineering, Inc. has been providing this service since 2023 and recently renewed their agreement with the City of Clermont to provide plan review and inspections and we are requesting approval to continue using the existing agreement with the City of Clermont as a piggyback to use Willdan Engineering, Inc. for inspection services and plan review services.

Recommended Action:

Staff requests that the board make a motion to approve using the City of Clermont continuing services agreement for Building Inspection and Plan Review as a piggyback contract. All these fees will be paid by the Building Department.

Attachment(s)/References:

City of Clermont Agreement
Clermont 1st Amendment
Clermont Contract Renewal
Clermont 2nd Contract Renewal

**CONTINUING SERVICES AGREEMENT NO. 2021-071 FOR
COMMERCIAL AND RESIDENTIAL BUILDING INSPECTION AND PLANS REVIEW**

THIS AGREEMENT is entered into as of this October day of 26 2021, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, hereinafter referred to as "CITY" and WILL DAN ENGINEERING, INC., whose address is: 2401 E. Katella Avenue, Suite 300, Anaheim, CA 92806 hereinafter referred to as "CONTRACTOR."

WITNESSETH

WHEREAS, the CITY is in need of qualified and licensed commercial and residential building inspection and plans review services, on an as needed basis;

WHEREAS, the CITY, solicited proposals for services as described and set forth in RFP 21-014, Commercial and Residential Building Inspection & Plans Review Services; and

WHEREAS, the CONTRACTOR submitted a proposal to provide said services and has represented to CITY that it is qualified and desires to perform said services in accordance with the terms and conditions contained herein, and all applicable law and professional standards;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM

- 1.1 This Agreement is to become effective upon execution by both parties, and shall remain in effect for a three (3) year term, unless terminated as provided for herein. Additionally, the parties agree that the term may be extended upon mutual agreement for periods of three (3) one (1) year periods.
- 1.2 The term of any task authorization/work order, as described in Section 2 hereof shall be as set forth in such task authorization/work order, and all of the terms and conditions of this Agreement shall survive until completion of all task authorizations/work orders.

2.0 DESCRIPTION OF SERVICES

- 2.1 It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to CONTRACTOR any agreement or task authorization and CITY expressly reserves the right to exercise its option to issue any such agreements to any qualified firm or entity in accordance with all applicable laws, ordinances, policies and/or regulations.
- 2.2 The CITY shall make request of CONTRACTOR for the contemplated services on a task basis. The CITY will communicate with CONTRACTOR, verbally or in writing, a general description of the task to be performed. The CONTRACTOR will generate a detailed Scope of Work document, prepare a Schedule, and, if applicable, a not-to-exceed-budget

to accomplish the task based on the service fee scheduled set forth herein and provide the developed "Task Proposal" to the CITY for approval. If a site visit by CONTRACTOR is needed to generate the scope document, CONTRACTOR shall request approval prior to visiting the site. The CITY will review the proposal, and if the description is mutually acceptable, the parties will enter into a written "task authorization or work order". The services to be provided by the CONTRACTOR shall be in accordance with and as provided RFP 21-014 and CONTRACTOR'S response thereto, which are expressly incorporated herein and made a part hereof as if restated

CONTRACTOR shall not be authorized to proceed until the CITY has issued a Notice to Proceed to the CONTRACTOR. Upon receipt of the signed Task Authorization and a Notice to Proceed from the CITY, the CONTRACTOR shall perform the services set forth in the task authorization/work order.

- 2.3 CONTRACTOR shall provide CITY'S designated project manager with monthly time sheets or labor cost statements for services rendered during the preceding month. Each time sheet shall state the names and classifications of all personnel who performed services during said month under the task authorization, and the number of hours worked by each.

3.0 CHANGES IN THE SCOPE OF WORK

- 3.1 CITY may make changes in the services at any time by giving written notice to CONTRACTOR. If such changes increase (additional services) or decrease or eliminate any amount of work, CITY and CONTRACTOR will negotiate any change in total cost or schedule of modifications. If the CITY and CONTRACTOR approve any change, the task authorization/work order will be modified to reflect the changes; and CONTRACTOR shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by CITY'S and CONTRACTOR'S designated representatives.
- 3.2 All of CITY'S said task authorizations/work orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

- 4.1 CONTRACTOR shall perform services in conformance with the mutually agreed upon schedule set forth in the negotiated task authorization. CONTRACTOR shall complete all of said services in a timely manner and will keep CITY fully informed of the status of work on a reasonable basis in relation to the scope of the project or at least monthly.

Should CONTRACTOR fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed upon schedule at no additional cost to the CITY.

- 4.2 No extension for completion of services shall be granted to CONTRACTOR without CITY'S prior written consent, except as provided in Sections 3.1 and 20.0 herein.

5.0 METHOD OF PAYMENT FOR SERVICES AND EXPENSES

5.1 DEFINITIONS:

5.1.1 The “CONTRACTOR’s Services Fee Schedule” as set forth in Exhibit “A”, attached hereto and incorporated herein, are used as a basis for payment for services pursuant to Paragraphs 2.0 and 3.0. These fee schedules shall include wages, salaries, taxes, insurance, overhead and profit. The hourly salary rates set forth in the Fee Schedule are firm for the initial term, but are subject to an equitable adjustment that is to be negotiated prior to the renewal of the Agreement. Any adjustments to the Fee Schedule must be mutually agreed to by the CITY and CONTRACTOR.

5.1.2 The “Deliverables” are defined as plans, reports, findings, specifications, or anything else that is the end product or work performed by the CONTRACTOR or the CITY. CONTRACTOR shall, within such time constraints as may be set forth in the work order, submit to CITY the deliverables as identified in the work order; and CONTRACTOR shall, upon completion of all work, submit to the CITY all information developed in the course of the provision of services. CONTRACTOR shall, upon request by CITY and upon completion or termination of this Agreement, deliver to CITY all material furnished to CONTRACTOR, provided the CITY identifies those materials in writing.

5.2 PAYMENT/COMPENSATION:

CITY agrees to pay or compensate the CONTRACTOR for the professional services performed on each task authorization/work order in accordance with one of the following methods, unless otherwise provided herein or in the task authorization/work order.

5.2.1 Not to exceed cost based upon the “CONTRACTOR’s Professional Services Fee Schedule.”

5.2.2 Lump sum cost based upon the “CONTRACTOR’s Professional Services Fee Schedule.”

5.3 SERVICES-ADDITIONAL: CITY shall pay CONTRACTOR as follows:

5.3.1 Professional Associates, CONTRACTORs and/or Subcontractors: For services and expenses of independent associates, CONTRACTORs and/or subcontractors employed by CONTRACTOR, the amount invoiced to CONTRACTOR times a factor of 1.0 for invoices to the CITY.

5.3.2 Expert Witness: For any litigation, arbitration or other legal or administrative proceeding for any time spent in preparation for such litigation, for on the same basis as set forth in Paragraph 5.1 and 5.3.1

5.4 Times of Payments: At monthly intervals, CONTRACTOR shall submit statements for services, additional services rendered and for reimbursable expenses incurred, if preapproved by CITY. The statements will be based upon CONTRACTOR'S actual manpower expended and actual expenses incurred within the billing period.

5.4.1. As a condition precedent to receiving payment, CONTRACTOR shall have been authorized to proceed by CITY, shall not be in default of any of the terms and conditions of this Agreement and shall provide to CITY an invoice. The invoice shall be forwarded to CITY, no more frequently than once per month, and signed by an authorized representative of CONTRACTOR related to the applicable monthly installment payment. The invoice shall include a statement identifying the period for which it applies and the sub-tasks or portions thereof, completed by the specific task authorization/work order, and specifically set forth the percent of completion of each sub-task for which compensation is being requested.

5.4.2. All invoices submitted for compensation shall include a statement by CONTRACTOR that states as follows:

“This statement sets forth only actual time spent by the firm’s employees and does not contain any unit billing, multipliers, or other devices that permit payment for more than actual time spent.”

5.4.3. CITY shall pay all valid, approved, and undisputed invoices within thirty (30) days of receipt from CONTRACTOR. In the event that CITY disputes any invoice submitted, it shall advise CONTRACTOR, in writing, and said invoice shall not be deemed due and payable under this agreement. Neither the CITY’S review, approval or acceptance of, nor payment for, any services provided hereunder shall be construed to operate as a waiver of any rights under this Agreement and the CONTRACTOR shall be liable to CITY for any and all damages to CITY caused by the CONTRACTOR’S negligent or wrongful performance of any of the services furnished under this Agreement.

5.5 Other Provisions Concerning Payments:

5.5.1 In the event of termination by CITY under Section 18.0 during the performance of the services, payments due CONTRACTOR up to the point of termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.

5.5.2 A separate invoice must be submitted for each individual task authorization. Invoices must show a breakdown of the number of hours worked by each person charging time to the task authorization, hourly salary cost and any reimbursable expenses.

6.0 RIGHT TO INSPECTION

- 6.1 CITY or its agents shall at all times have the right to review or observe the services performed by CONTRACTOR.
- 6.2 No inspection, review, or observation shall relieve CONTRACTOR of its responsibility under this Agreement.

7.0 PROGRESS MEETING

CITY'S designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently, if required, during the term of any task authorization entered into under this Agreement. CONTRACTOR'S Project Manager and all other appropriate personnel shall attend such meetings as designated by CITY'S Project Manager, and CONTRACTOR shall be compensated at the billing rates set forth in Article 5.0

8.0 SAFETY

- 8.1 CONTRACTOR agrees to comply with CITY'S published safety standards while on the property of CITY or while performing the services hereunder. A copy of these standards is provided in Exhibit "B", attached hereto and incorporated herein.
- 8.2 CONTRACTOR shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

9.0 REASONABLE ACCESS

During the term of this Agreement, CITY shall grant CONTRACTOR reasonable access to the CITY'S premises for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE AND HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall maintain in force during the term of this Agreement, at its own expense, insurance as set forth in Exhibit "C", attached hereto and incorporated herein and shall be bound by the terms of the Hold Harmless/Indemnification provisions expressed therein.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

CONTRACTOR shall comply with all requirements of federal, state and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

12.0 REPRESENTATIONS

- 12.1 CONTRACTOR represents that the services provided hereunder shall conform to all requirements of this Agreement, RFP 21-014 and CONTRACTOR'S response thereto; shall be consistent with recognized and sound professional engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.
- 12.2 CONTRACTOR represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.
- 12.3 Subject to the provisions of this Section, should CONTRACTOR breach the warranties set forth herein, CITY shall have such remedies as may be provided at law or equity.
- 12.4 Without limiting the generality of the foregoing, if the CONTRACTOR completes its services under any task authorization entered into hereunder, and the CONTRACTOR'S services are non-complying, defective, or otherwise improperly performed and CITY notifies CONTRACTOR in writing that a defect, error, omission or noncompliance has been discovered in CONTRACTOR'S services, CONTRACTOR shall, at the option of CITY: a) correctly re-perform such non-complying, defective, or otherwise improperly performed services at no additional cost to CITY; b) refund the amount paid by CITY attributable to such non-complying, defective or otherwise improperly performed services; or c) if CONTRACTOR fails to take action under a) above, at CONTRACTOR'S sole expense, otherwise cure or have cured any such non-complying, defective, or otherwise improperly performed services.
- 12.5 The only representations made by CONTRACTOR are those expressly enumerated in this provision. Any other statements of fact or descriptions expressed in the Agreement or any attachments thereto, shall not be deemed to constitute a warranty of the work or any part thereof.

13.0 GUARANTEE AGAINST INFRINGEMENT

CONTRACTOR guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, CONTRACTOR shall indemnify and hold harmless CITY, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other items provided under this Agreement. Notwithstanding the foregoing, CONTRACTOR may elect to provide non-infringing services.

14.0 DOCUMENTS

- 14.1 Upon CITY'S or its designated Project Manager's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, CONTRACTOR shall provide CITY or its designated Project Manager with a copy of all documents and electronic files prepared by CONTRACTOR under this Agreement or any Task Authorization hereunder. CITY understands that re-use of any documents for any other purposes, shall be at the CITY'S own risk.
- 14.2 Public Records. CONTRACTOR expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:
- 14.2.1 Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.
- 14.2.3 Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.
- 14.2.4 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 14.2.5 Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

15.0 ASSIGNMENT

- 15.1 CONTRACTOR shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of CITY.
- 15.2 If, upon receiving written approval from CITY, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR shall be fully responsible to CITY for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
- 15.3 If CITY determines that any subcontractor is not performing in accordance with this Agreement, CITY shall so notify CONTRACTOR who shall take immediate steps to remedy the situation.
- 15.4 If any part of this Agreement is subcontracted by CONTRACTOR, prior to commencement of any work by the subcontractor, CONTRACTOR shall require the subcontractor to

provide CITY and its affiliates with insurance coverage as set forth by the CITY'S Human Resources Director/Risk Management.

16.0 INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, CONTRACTOR shall be considered an independent CONTRACTOR.

17.0 DEFAULT

If during the term of this Agreement, CONTRACTOR shall be in default of any of the material provisions of this Agreement, CITY may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until CITY gives written notice of the default to CONTRACTOR with at least ten (10) days to cure such default. If CONTRACTOR fails to correct such delinquency or default within thirty (30) days of suspension by CITY, CITY may terminate this Agreement.

18.0 TERMINATION

Notwithstanding any other provision of this Agreement, CITY may, upon written notice to CONTRACTOR, terminate this Agreement if: a) without cause and for convenience upon thirty (30) days written notice to CONTRACTOR b) CONTRACTOR is adjudged to be bankrupt; c) CONTRACTOR makes a general assignment for the benefit of its creditors; d) CONTRACTOR fails to comply with any of the conditions of provisions of this Agreement; or e) CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.

19.0 FORCE MAJEURE

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God: fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to CITY'S affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remain in effect for sixty (60) days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue shall be Lake County, Florida, or the United States District Court in and for the Middle District of Florida.

21.0 HEADINGS

Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

In the event any portion or part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

- 23.1 Waiver by either party of any terms, condition, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.
- 23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and CONTRACTOR.

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

Except as otherwise state, this Agreement, including the schedules, attachments, appendixes and exhibits attached hereto, constitutes the entire agreement between CITY and CONTRACTOR with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 SOVEREIGN IMMUNITY

Nothing contained in the Agreement shall be construed as a waiver of the CITY'S rights to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the CITY'S potential liability under state or federal law.

28.0 NOTICE

Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

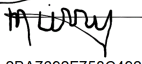
CITY: City Manager
City of Clermont
685 West Montrose Street
Clermont, Florida

CONTRACTOR: Willdan Engineering, Inc.
2401 E. Katella Avenue, Suite 300
Anaheim, CA 92806
Attn: Vanessa Munoz, President

Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 26th day of October, 2021.

CITY OF CLERMONT

DocuSigned by:

2BA7692F758C492... DS
Tim Murry, Mayor

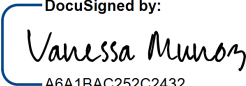
ATTEST:

DocuSigned by:

3AD7F34905B344A...
Tracy Ackroyd Howe, City Clerk



WILLDAN ENGINEERING, INC.

DocuSigned by:

By: A6A1BAC252C2432...
(Signature)

Print Name: Vanessa Munoz

Title: President

Date: 10/29/2021

EXHIBIT "A"

SECTION – B
STATEMENT OF WORK

This RFP seeks Consultants with strong professional qualifications in providing commercial and residential building inspection and plans review services on an as-needed basis and on an-ongoing basis. The various inspection disciplines include building, mechanical, electrical, plumbing, gas and structural inspection and plans review services as outlined in the Florida Building Code, and as referenced herein.

1 – SCOPE OF SERVICES

Successful respondent shall provide residential and commercial inspections for compliance with the Florida Building Code, State Statutes, and local codes and ordinances. Inspection services shall include new and existing residential and commercial construction within the City limits.

The City shall assign all residential and commercial inspections under the conditions set forth herein to the successful respondent(s) and other work or inspections as determined by the Building Official or designee. All work shall be performed in accordance with generally accepted professional standards in the construction industry.

2 –TASKS

Conduct technical field inspection of buildings, equipment and installation during various phases of plumbing construction, installation & operation, and grant inspection approvals if found in compliance with applicable codes and regulations. Provide written comments if found not in compliance with applicable codes and regulations.

Review plumbing, electrical or mechanical installation plans, specifications and materials listed for residential and commercial projects and grant approvals if found in compliance with applicable codes and regulations. Provide written comments if found not in compliance with applicable codes and regulations.

Evaluate alternate methods, procedures, materials and products for compliance with the Central Florida Building Code requirements, whichever is applicable, depending on the date of the application or construction.

Approve and disapprove proposed plans in accordance with the applicable Code and other regulatory requirements and discuss disapproved items with architects, engineers, contractors and/or owner builders to obtain plan changes necessary for approval.

Render information concerning the applicable Code and make interpretations of its contents. Make decisions as to the feasibility of deviations from the Codes under various conditions.

Perform related work as required by the Building Services Department.

SECTION – B
STATEMENT OF WORK

3 – COMPENSATION

The City agrees to pay the successful respondent(s) the following rates:

STANDARDIZED SERVICE RATES	
Services	Hourly Rate
Licensed Plans Examiner, Residential and/or Commercial	\$100.00
Inspection Services Residential and/or Commercial	\$90.00
Supplemental Inspection Services (at the request of the City)	\$90.00

The rates above are based on a forty (40) hour week. Overtime (over 8 working hours in one day) and/or weekend rates are 1.5 times the listed rates. All overtime hours must be approved, in advanced, by the Building Services Director.

Supplemental Inspection and Plan Review Services are those based on specialized need, as determined and requested by the City’s Building Official.

All travel expenses are included in the listed Standardized Service Rates. There shall be no additional charges for travel or expenses. The hourly rate shall not apply until the respondent staff arrives at the Building Services Department offices or first inspection. The hourly rate shall not be paid by the City after the consultant leaves the last inspection or the City’s office.

END OF SECTION – B



City of Clermont, Florida Safety Program Policy

(Replaces Safety Policy dated November 24, 1998)

A. Purpose

The City of Clermont (City) is committed to ensuring that employees have safe and healthy conditions in which to work. This obligation is owed to each employee and citizen of Clermont, since there is a direct relationship between the personnel and monetary cost of accidents and the ability to provide reliable cost-effective services.

B. Scope

The provision set forth in this safety policy shall apply equally to all City employees, and for the purpose of this policy volunteers shall be considered employees.

C. Directive

Identification and correction of all safety hazards and issues must have immediate and decisive action. Effective implementation of a comprehensive safety program depends upon the commitment of all City employees to reduce occurrences of preventable accidents and injuries. Through education and the promotion of safe work habits, all employees will understand what is expected. Safety must be an ongoing and essential part of all employees' work day.

D. Guidelines

The City's Safety Program consists of several key elements:

1. Responsibilities of Management, Supervisors, and Employees – Safety responsibilities at every level of the City must be clearly defined in writing and relayed through training.
2. Written Practices and Training Programs – Specific written safety practices and training programs clearly define safety expectations that are necessary to prevent exposures, fatalities and serious injuries.
3. Safety Meetings – Safety meetings are held and provide an opportunity to discuss a variety of safety topics.
4. Safety Action Team (SAT) – The Safety Action Team's main function is to facilitate and improve the safety of all City Employees.

5. Corrective Action/Disciplinary Policy – The Personnel Policy, Employee Disciplinary Procedure defines how safety rules will be fairly and consistently administered when not adhered to.

The City Manager shall establish procedures to implement this policy.

Approved and adopted by the Clermont City Council by resolution number 2013-29 on October 8, 2013.



Safety Program Procedure

Effective March 15, 2019

(Replaces Safety Program Procedure dated 9/14/17)

A. Purpose

The purpose of this document is to provide an overall written description of the City of Clermont's (City) Safety Program.

B. Scope

The provision set forth in this safety procedure shall apply equally to all City employees, and for the purpose of this procedure volunteers shall be considered employees.

C. Employee Duties and Responsibilities

Employees must participate in, abide by, and be accountable for the City's safety program. There are many ways in which employees can be involved and remain informed.

1. Safety Action Team (SAT) – The SAT is comprised of a variety of talents of employees and representation from all the departments. The periodic forum allows for employee input on safety matters including the presentation of concerns and recommendations for improving overall employee safety, review of injuries/accidents, development of preventative corrective measures, and evaluation and promotion of safety training programs.
2. Correction/reporting of safety hazards – Employees are empowered to correct unsafe conditions within his/her power and/or report other safety concerns to a supervisor/manager immediately.
3. Reporting injuries/illnesses and accidents – The reporting of all injuries/illnesses and accidents to the supervisor, regardless whether medical attention is sought is required. Near miss injuries and accidents should also be reported.
4. Participation in safety training – Employees must receive the proper safety training required by his/her job assignment. Supervisors/managers are directly responsible for ensuring that employees receive the required training
5. Conducting safety meetings – Supervisors/managers are responsible for conducting safety meetings or "just in time" training topics, topics discussed or presented in SAT meetings, or topics pertinent to the respective work area. Employees are encouraged to volunteer to present safety topics (topics provided by the supervisor/manager) to fellow co-workers.
6. Conducting safety training for new/current employees – Supervisors/managers are required to conduct or coordinate the facilitation of safety training for all new and current employees prior to the commencement of their duties. Employees may be asked to conduct specific safety training pertinent to the respective work area by the supervisor/manager.

D. Management/Supervisory Duties and Responsibilities

1. Policy – The City has established a Safety Program Policy, which has been approved by the City Council.
2. Involvement – Management involvement consists of management showing a hands-on involvement in the City's Safety Program. This is accomplished by numerous means including, support of the SAT, conducting/ensuring investigations be conducted into injuries/illnesses and property damage, and discussing safety topics at meetings. Observing management involvement encourages employees to become more personally involved in safety and fosters a caring, trusting relationship between employees and management.
3. Role and Responsibility – Managers/supervisors are directly responsible for the safety of employees and must empower employees to take action on safety issues. Empowerment allows employees to take ownership of safety issues and follow issues through to completion. The role and responsibility of managers/supervisors includes the following:
 - a. Being well versed in the content and application of the City's Safety Policy, Procedure and departmental specific safety requirements and guidelines.
 - b. Monitoring employee workplace safety compliance including the use of personal protective equipment (PPE) and other issued safety equipment.
 - c. Encouraging employees to report unsafe work conditions and practices, and empowering employees to have the authority to identify and correct safety issues when immediately necessary.
 - d. Encouraging employees to be involved in the City's safety program(s). Allotting time for employees to work on safety issues and volunteer as members on the SAT.
 - e. Lead by example while performing as a safety mentor to employees.
 - f. Providing specific safety training to employees, including area specific.
 - g. Attending supervisor safety training courses when offered.
4. Corrective Actions/Discipline – Department Directors will ensure enforcement of safety requirements and respond to non-compliance with progressive or non-progressive corrective action/discipline dependent upon the severity of the infraction and other pertinent factors.

E. Work Area Safety and Maintenance

1. All employees are responsible for the safety of his/her work area. Employees must practice safe work habits, as work-related accidents can be avoided. Employees should report all safety matters (e.g., trip hazards, broken equipment, etc.) to his/her supervisor immediately so that the issues can be corrected.

2. Managers/supervisors continually observe workplace conditions and correct unsafe conditions and work practices.
3. The Public Works Department conducts maintenance and repair of buildings, building systems, facility sites, and vehicles and equipment. Preventative maintenance services are conducted at intervals specified in maintenance procedures, manuals, and as determined by Public Works. Repairs are completed on an "as needed" basis. Facilities are surveyed to determine and schedule predictable maintenance and repairs. Public Works schedules, tracks and records all maintenance and repairs, including re-occurring preventative maintenance items.

F. Injury/Accident Reporting and Supervisor Investigation

All injuries/illnesses and accidents involving City property, vehicles, or equipment must be reported to a supervisor immediately, no later than the same workday. This includes non-employee injuries occurring on City property. Medical assistance should be summoned without delay in all instances, should immediate care be necessary.

The employee and supervisor injury/illness and/or accident form(s) shall be completed. All reported injuries/illnesses and accidents must be investigated by a supervisor as soon as possible, within twenty-four (24) hours of the supervisor being informed of the injury/accident.

Supervisors shall make a thorough report concerning all details involved. The information gained from investigation reports can be utilized to identify and correct unsafe conditions and work practices.

The Department Director should be made aware of all injuries/illnesses and accidents, and he/she should ensure all required paperwork is completed. The Police Department will investigate accidents where damage to private vehicles/property involves City employees, vehicles, and/or equipment.

Employees must not admit or offer a settlement in situations involving non-employees and/or non-City property. Employees will only discuss the circumstances surrounding an incident with a supervisor, manager, department director, and/or investigating law enforcement officer.

All investigation reports are reviewed by the SAT. The SAT discusses the preventability of injuries/illnesses and accidents, whether appropriate action has been taken to prevent future incidences, and makes recommendations of additional action if necessary.

G. Trend Analysis

Part of the process of minimizing injuries/illnesses and accidents involves reviewing causes determined by reports and investigations to identify trends. If a trend is detected, a plan of action will be determined and acted upon. The plan of action may consist of specific training, personal protective equipment, and/or other safety initiatives.

H. Safety Training

Safety training is the responsibility of the City, management, and employees.

1. All employees are required to participate in general safety training delivered to all employees through New Employee Orientation, Area Specific Orientation and departmental specific safety topics.
2. Supervisors, managers, and directors are required to attend the programs above, and supervisors may also be required to attend specialty training programs depending on the requirements for the respective work areas.
3. Managers/supervisors will conduct or coordinate the facilitation of other specialty training programs which may be required of employees depending on the specific work area, e.g., Hazard Communication, Hearing Conservation, Bloodborne Pathogen, Respiratory Protection, Lockout/Tagout, Confined Space Entry, Ladder Safety, Proper Lifting, Respiratory Protection, and Powered Industrial Vehicle Operation.

I. Contractor Safety

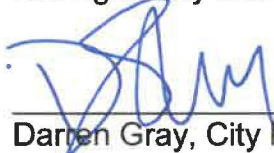
The City's vendor selection process for the purchase of commercial goods and services typically includes documentation that specifies minimum contractor qualifications, contractor selection criteria, Insurance requirements and specific information about the contract work to be performed. Contractors are required to meet the Federal, State, Local and/or any other safety-related requirements stated in this documentation and provide confirming information to the contract administrator, Purchasing Manager, or Human Resources upon request. Contractors are responsible for training employees in all safety program requirements.

J. Record Keeping

Records will be maintained by the responsible department in accordance with the Florida Public Records Law, for example Finance/Purchasing will maintain vendor selection records, Public Works will maintain facility maintenance records, Human Resources will maintain New Employee Orientation and Area Specific Orientation training records, and each department shall maintain employee specific work area training records (e.g. Powered Industrial Vehicle training documents for each employee within the department).

K. Authority

The authority to issue or revise this Procedure is reserved to the City Manager. The City Manager may authorize exceptions to this procedure when deemed appropriate.


 Darren Gray, City Manager

3/15/2019
 Date

Appendix A

Common Safety Rules/Guidelines

The following safety rules or guidelines are generic in nature and apply to all City employees. Department specific safety rules and/or guidelines may be developed by the departments as necessary.

Lifting Safety

- Most City employees will be required to lift or move materials or equipment as part of his/her assigned work.
- Material storage will be arranged to permit safe handling, heavier materials will be stored at or near floor level. Other materials should not be stored above eye level to reduce the need for a ladder or reaching above the employee's head.
- Employees should only lift an object or material that is well within the employee's physical capability. Employees should solicit the help of another employee or use a material handling device.
- Lifting technique is important in preventing an injury.
 - Position feet close to the object being lifted
 - Center body over the object
 - Bend knees and grasp the object firmly
 - Lift straight up and smoothly, and let legs (not back) do the work
 - Do not twist or turn body once the lift has been made
 - Object should be carried steady and close to the body
 - Sudden twisting or turning could result in a back injury

Electrical Safety

- Employees working with or around electrical equipment must practice safe work habits.
- Malfunctioning electrical appliances and power tools shall be tagged and removed from use until repairs are made. If appliance/tool cannot be repaired, the unit may be replaced.
- Extension cords are intended for temporary use, and shall not substitute permanent wiring.
- Electrical outlets and circuits must not be overloaded. The use of cube taps or multi-plug adapters is not permitted.
- Grounding plugs will be used as intended, and must not be altered by the removal of the grounding prong. Grounding adapters will not be used in place of grounding receptacles.

- Electrical cords that are defective, frayed or otherwise considered unsafe must be replaced. Employees must not consider makeshift repairs with splices and electrical tape as sufficient enough to allow the continued use of a damaged electrical cord.
- Ground Fault Circuit Interrupters will be used for all portable tools. Emergency generators will be installed and grounded per manufacturer's guidelines.
- Most electrical work will be performed by a licensed industrial electrician or appropriately trained employee. Employees involved in performing minor electrical repair work will ensure that the circuit involved is de-energized and that the switch or circuit breaker controlling the circuit is tagged or locked out while the repair is conducted.

Fire Safety and Prevention

- The absolute best defense against any fire is prevention. Employees must be aware of the many potential causes for fire in the workplace and must report any possible problem areas to a supervisor for corrective action.
- Good housekeeping is important in any fire prevention effort. Allowing combustible debris and clutter to accumulate will increase the opportunity for a fire to occur and spread rapidly. Employees must keep their workplace free of debris and other unnecessary combustible storage.
- The storage of flammable and combustible liquids shall be in a manner approved by the Fire Department. Approved safety cans, flammable liquid cabinets and specially designed storage rooms are generally acceptable for the storage of flammable and combustible liquids. Supervisors will ensure that the storage and handling of flammable and combustible liquids within his/her work area complies with fire regulations.
- Smoking by employees or the general public is prohibited in many locations by fire and/or health regulations. Employees shall not smoke in any City buildings, vehicles, or in any areas where "No Smoking" signs are posted. Supervisors will monitor employees for compliance in "No Smoking" areas.
- Fire extinguishers will be provided where needed in City buildings and vehicles. Employees will become familiar with the locations of fire extinguishers in the work area. Training will be provided on the proper use of fire extinguishers by the supervisor or the Fire Department.
- In case of a fire, the employee must immediately dial 911 and report the fire to the Fire Department. After reporting the fire, the employee must ensure that all affected persons are evacuated to a safe area. Doors should be closed where available to isolate the fire area from the remainder of the structure.
- If caught in smoke, individuals should crawl and stay low. Cleaner, cooler air will be nearer to the floor, and heat, smoke and noxious gases will rise toward the ceiling.
- Employees should always keep an unobstructed exit path when attempting to extinguish a fire. It is important to remember that fire extinguishers are only intended to be used on small fires in their beginning stages. In the event of a large fire, or if a

small fire is not able to be extinguished, the area should be evacuated and allow the fire department to handle the situation.

First Aid

First aid kits are available in City buildings and vehicles. Employees should familiarize themselves with the location and content of first aid kits in the work area.

Well stocked First-Aid kit(s) for employee use will be maintained.

- The basic inventory of each first aid kit is reviewed and renewed as needed at periodic SAT meetings. Records of reviews and replenishments shall be maintained by the respective departments.
- These kits will be located so as to allow easy and quick access. First-aid kits and required contents are to be maintained in a serviceable condition.
- All items which must be kept sterile must be individually wrapped and sealed. Items such as scissors, tweezers, tubes of ointments with caps, or rolls of adhesive tape, need not be individually wrapped, sealed, or disposed of after a single use or application.

Employees are not required to perform first aid as part of their job duties. Any employee can voluntarily assist another employee with open wounds, after taking personal protective precautions.

Aids/HIV and Hepatitis B are the primary infectious diseases of concern in blood. All blood should be assumed to be infectious. These diseases can be deadly. In the event of a bleeding injury where first aid is needed, use gloves if possible to prevent exposure to blood or other potentially infectious materials. The injured person can often help by applying pressure to the wound. Gloves are available in the first aid kits. Employees exposed to blood while giving first aid should wash immediately with soap and water and report the incident to a supervisor.

Immediate professional emergency medical assistance shall be summoned by dialing 911 for any employee or citizen suspected to be seriously injured or ill.

Appendix B

Safety Inspections

Workplace Inspections

- Supervisors will monitor workplace safety conditions daily, and ensure that work areas are maintained free of clutter, improper storage and other trip/fall hazards. Flammable and combustible liquids are to be stored in safety containers, in flammable liquid cabinets or as otherwise approved by the Fire Department. Supervisors will monitor employee use of all provided safety equipment to ensure that employees are wearing or using safety equipment as directed.
- A supervisor, or designated employee, from each department will conduct a formal monthly safety inspection of all work areas within his/her department. Each inspection will be documented on a form provided by the department. Upon completion, the safety inspection form will be forwarded to the Manager and Department Director for review. Areas needing corrective action taken will be addressed. Management will ensure that corrective actions have been taken and may make additional recommendations as necessary.

Equipment Inspections

- Departments which utilize fixed/portable power equipment will establish an inspection program for such equipment. The inspection program and frequency of inspections will be based upon manufacturer's recommendations and recognized good work practices.
- Inspection forms will be developed and utilized by each department for conducting equipment safety inspections.
- Employees shall not operate equipment when an inspection deems the equipment to be unsafe for operation. A supervisor will be notified and the unsafe equipment will be tagged and placed out of service pending equipment repair.

Appendix C

Training

Virtually every task performed by an employee requires some level of training. Supervisors shall adequately emphasize safety when instructing an employee on the performance of a certain task.

Job Orientation

- Each department must provide new employees with comprehensive job orientation training that addresses job safety hazards and provides new employees with adequate training to work safely around such hazards.
- Supervisors will explain/demonstrate how a job is to be conducted step-by-step. The supervisor will have the employee demonstrate his/her ability to correctly and safely perform the job while the supervisor evaluates the employee. The supervisor will make corrections as needed.*

Department/Area Specific Safety Training

- Area Specific Safety Orientation must be given to employees entering a work area during the first week of hire or new assignment. The supervisor may designate a qualified instructor from the area to provide this training. The Area Specific Safety Orientation form shall be completed and forwarded to Human Resources. The form will be filed in the employee's personnel file
- Each department/area may require additional specific safety training, and employees will comply with the requirements of the department as if it were part of this procedure.*

Additional Training

- Supervisors will ensure that all employees receive adequate training whenever new processes or equipment are introduced into the workplace.
- Additional comprehensive training may be required when an employee is promoted or reclassified to a different position or when a job description is revised to include additional responsibilities or hazards.*
- Safety training must be ongoing, and supervisors must monitor employees for compliance after training or retraining.

** Documentation of employee training will be completed and kept on file at the department.*

Appendix D

Area/Function Specific Programs

Hazard Communication Standard

- An employee whose job requires that he/she work with regulated materials or work where such materials are handled or stored in accordance with the requirements of OSHA (Occupational Safety and Health Administration) Hazard Communication Standard. Most City employees fall under the requirements of the Standard to some degree.
- An employee must receive the initial training after beginning work and must receive refresher training on an annual basis.*

Bloodborne Pathogens

- The Bloodborne Pathogens Standard applies to any employee who could reasonably be expected to be exposed to blood or body fluids in the course of his/her normal work. This typically applies to emergency service workers such as firefighters and police officers. Wastewater collection and treatment system workers (and lifeguards, when applicable) have been identified as being at a low to moderate risk.
- Employees covered by the Bloodborne Pathogens Standard must receive initial training upon beginning work and must receive refresher training on an annual basis.*
- The City offers a Hepatitis B (HBV) vaccination series at no charge to any employee identified as being at risk under this Standard.

Permit Required Confined Space Entry

- A confined space is "a space that is large enough for an employee to enter, has restricted means of entry or exit and is not designed for continuous employee occupancy." This generally applies to utilities and drainage system workers.
- Initial Confined Space Entry training is required for all affected employees. Refresher training is required on an annual basis.*

** Documentation of employee training will be completed and kept on file at the department.*

Appendix E

Personal Protective Equipment (PPE)

The type and use of PPE will vary by department, and each department will develop guidelines concerning employee use of PPE.

Eye Protection

- Eye protection is provided for all employees performing a task or working in an area where the possibility of an eye injury exists. The employee must wear the provided eye protection.
- Supervisors will instruct employees as to when eye and face protection is necessary. Employees will also receive instructions concerning selecting the proper protective eyewear, wearing it properly, limits of protection and proper care and maintenance of protective eyewear.*
- Protective eyewear included safety glasses, goggles and face shields. Some tasks will require that the employee wears safety glasses/goggles in conjunction with a full-face safety shield. Supervisors will ensure that employees have selected the proper type of eye protection for the task being performed.
- Prescription safety eyewear will be provided to employees who must wear eye protection but have the need for corrective lenses. Department Directors have the necessary information to obtain the proper prescription safety eyewear for an employee. All Safety Eyewear needs to meet ANSI (American National Standards Institute) Standards.

Hearing Protection

- Directors/managers will evaluate work areas and equipment use to determine noise exposure levels and the need for employee hearing protection. Hearing protection is required for employees exposed to a noise level in excess of 85 decibels (dB) averaged over an eight-hour period. Higher noise levels over a shorter time period would require employee hearing protection as well.
- The type of hearing protection provided is usually in the form of earplugs or earmuffs. Supervisors will assist employees in choosing the proper type of hearing protection. Supervisors will instruct employees concerning the use and limitations of the hearing protection provided.*
- Employees will utilize hearing protection at all times when exposed to noise levels in excess of the permissible guidelines.

Respiratory Protection

- Employees who are exposed to respiratory hazards will be provided with proper respiratory protection equipment. Protective equipment may consist of filtration masks, hazard-specific canister masks, supplied air masks, or self-contained breathing apparatus (SCBA).
- Employees wearing respiratory protection other than simple filter masks must be fit tested on an annual basis. Employees who wear self-contained breathing apparatus must undergo and pass an annual medical examination including a pulmonary function test.
- Supervisors will instruct employees in the selection, use and maintenance of respiratory protection equipment. Supervisors will ensure that employees understand the hazards of the various environments requiring the use of respiratory protection equipment and the limitations of the equipment itself.*
- Employees will utilize protective equipment at all times when exposed to respiratory hazards.

Foot Protection

- Employees who are exposed to falling/rolling objects or puncture hazards are required to wear safety footwear or equivalent protection.
- All safety shoes worn by employees shall be classed according to ANSI Z.41.1991-1999 Standard as prescribed by OSHA (Regulation 29, CFR Part 1910-136), or shall be determined by the City to be equally effective.
- Each Department Director shall be responsible for the identification of positions which require safety footwear.
- Purchase of Footwear shall comply with the City's Safety Footwear Purchase Program.

Appendix F

Fleet Safety Program

It is the policy of the City to provide and maintain a safe working environment to protect its employees and citizens from injury and property loss. The City considers the use of motor vehicles as part of the working environment to assist employees in completing their assigned job duties, and is committed to promoting a heightened level of safety awareness and responsible driving behavior in its employees. The City's combined commitment and efforts will be directed toward the implementation and execution of an effective Fleet Safety Program.

The Fleet Safety Program consists of seven components:

- Motor Vehicle Record Checks;
- Safe Driving Practices;
- Training;
- Preventive Maintenance;
- Accident Investigation;
- Personal Use of City Vehicles; and
- Non-City Vehicles Used for City Purposes.

The program includes all motor vehicles, equipment licensed for on the road operation, and large equipment such as mowers, tractors, and backhoes. This procedure applies to all candidates for employment as well as all current employees and volunteers who are operating a vehicle/equipment for City purposes. Nothing herein shall authorize volunteers to operate City vehicles.

A. Motor Vehicle Record Checks

In accordance with the City's Employment Policies Manual, all operators of City vehicles and equipment are required to have a valid State of Florida operator's or commercial license, as applicable, and to keep Supervisors informed of any change of status in their license.

The City's Background Check Procedure outlines the City's initial efforts on applicant selection through a variety of resources, beginning with the job application. Applicant selection is made upon completion of a formal interview, background check, reference verification, review of the individual's motor vehicle record (MVR), a negative drug screen result if applicable, as well as a skills demonstration for certain vehicles.

Once a candidate has been identified for hire and made a conditional offer of employment, Human Resources will conduct a background check including MVR in accordance with the City's Background Check Procedure. MVRs are also periodically reviewed thereafter as determined by the City and at a minimum of at least once per year for all employees who are authorized to drive a City vehicle or their own vehicle while conducting City business. The MVR is reviewed for adverse conditions as defined in the City's Background Check Procedure.

If an employee's annual MVR reveals an adverse condition as defined by the Background Check procedure, the employee will not be allowed to drive a vehicle while conducting City business. If these restrictions create a hardship for the City, the employee will be transferred or demoted to a position which does not require driving and for which the employee is otherwise qualified. If no position is available, the employee will be terminated. In addition, Human Resources will identify employees considered "high risk drivers" based upon established criteria and monitor the employees driving record every six (6) months for a period of two years from the date of the most recent violation.

Employees who operate City vehicles and equipment are required to immediately notify their supervisor of any change in status in their license, convictions involving motor vehicle operation, and/or use of substances that would interfere with safely driving a motor vehicle.

B. Safe Driving Practices

In accordance with the City's Employment Policies Manual, the City attempts to provide each employee with adequate tools, equipment and vehicles for the job being performed and expects each employee to observe courteous and safe operation of vehicles and equipment in compliance with all municipal, county and state vehicular regulations. Employees shall wear a seatbelt at all times and drive with courtesy and respect for other motorists.

Employees are expected to treat City vehicles and equipment with respect and care, and adhere to basic vehicle and equipment operation principles:

- Always wear seatbelt.
- Drive defensively and always anticipate what other drivers on the road might do and plan accordingly.
- Never move through traffic aggressively.
- Adhere to speed limits, traffic signs, and follow all traffic signals.
- Always lock the vehicle/equipment, even if it remains in sight.
- Avoid driving in dangerous conditions, including inclement weather and when drowsy.
- Any employee backing a large truck or other sight-restricted vehicle/equipment in which the vehicle/equipment is not equipped with functioning rearview cameras shall enlist the assistance of another employee in backing the vehicle/equipment. The assisting employee will act as a spotter to aid the driver in safely backing the vehicle/equipment.

- Employees shall not operate a vehicle while wearing a headset, headphone, or other listening device, other than a hearing aid or instrument for the improvement of defective hearing. The only exception to using a headset is when the employee is communicating as described below, and the sound is provided through one ear and allows surrounding sounds to be heard with the other ear.
- Employees are prohibited from using any telephonic or communication device without a blue tooth or other hands-free technology, unless specifically approved by the City Manager or designee while operating any vehicle, apparatus, machinery, or equipment for City purposes. In addition, employees are responsible for ensuring that use of any electronic device does not cause distraction (i.e., texting, fiddling with the device, taking eyes off the road, and participating in conversations that may interfere with the driver's ability to drive safely).
- Whenever possible, the employee should park the vehicle in a safe location to use a telephonic or communication device.

C. Training

Training programs will consist of classroom and/or on-the-road scenarios. All incoming employees are required to receive training on the City's Fleet Safety Program, as well as any applicable department specific training on City vehicles/equipment.

Employees will also be provided with periodic training, such as safety posters, emails, and toolbox talks to reinforce best practices.

Remedial training will be provided to employees who have had at least one infraction or were involved in a preventable incident (as defined by the National Safety Council). Such training will focus on, but will not be limited to, defensive driving techniques and behavior modifications. The City will use ride-along training combined with statistical data focusing on accident types and frequency to identify areas of improvement. Employees who have had at least one preventable accident or moving violation in a calendar year period will be required to participate in a collision avoidance course conducted by the Clermont Police Department.

Refresher training will be provided for all employees at least every other year. Supervisors will receive refresher training on Accident Investigation and Preventability at least every other year or as needed.

D. Preventive Maintenance

In accordance with the City's Employment Policies Manual, employees who are assigned equipment or vehicles by their departments are responsible for them and their proper use and maintenance. Additionally, the City will provide the necessary resources to ensure all vehicles are operating properly.

- Public Works will perform and track all routine fleet maintenance for non-Commercial Motor Vehicles (CMV) every six (6) months or every 3000 miles, whichever comes first. Critical components that must always be controlled, maintained and promptly repaired are: brakes, tires, suspension, steering, lights, mirrors, windows and windshield wipers. Public Works performs and tracks all routine maintenance on CMVs every 600 hours.
- Pre-trip Inspections - Each department will establish and maintain regular pre-trip inspections. The frequency and type of vehicle/equipment inspection may vary, however a basic pre-trip safety inspection should be conducted daily or prior to driving it. For non CMV, areas to be inspected include tires, lighting systems, brakes, windshield wipers, glass/mirrors, seat belts, fire extinguisher(s), backup alarm, warning devices and interior/exterior cleanliness. Minor problems will be corrected during the inspection if feasible. Problems beyond the inspecting employee's ability to correct should be referred to Public Works/Fleet Maintenance as soon as possible.
- Employees shall not operate a City vehicle/equipment when an inspection deems that the vehicle/equipment may be unsafe for operation. A supervisor will be notified and the unsafe vehicle/equipment will be placed out of service until corrective action can be taken.
- Refueling – Vehicles/equipment should be refueled when the meter reads $\frac{1}{4}$ full and turned off while refueling.
- Employees should never smoke, light matches or use lighters while refueling, nor enter the vehicle/equipment during refueling, as this presents a flash fire hazard.
- Employees should not overfill or top off the vehicle's/equipment's fuel tank.
- Upon return of the vehicle to Public Works/Fleet Maintenance, the vehicle shall be in the same condition as when provided to the employee, reasonable wear and tear excepted.

E. Incident Investigation

All incidents involving a City vehicle, equipment, or personal vehicle being operated for City purposes must be reported **immediately** to law enforcement and the employee's immediate supervisor.

Law enforcement will not be required to be notified for incidents when all of the following criteria are met:

- there is damage on City property, and
- the incident involves ONLY City property, and
- the estimated damage is less than \$500, and
- no personal injury has resulted.

Examples of damage that is less than \$500 include but are not limited to the following:

- Small dent, 3 inches or less in diameter
- Broken tail light
- Broken headlight
- Minor surface scratch
- Damage to one wheel/rim and/or tire
- Damage to one window
- Damage to windshield
- Any combination of more than one of these items is very likely to be above \$500 and law enforcement should be contacted.

Supervisors who are unsure/unclear if damage is over \$500 should report the incident to law enforcement.

Supervisors and employees will be trained in post-incident procedures to secure the details of the incident and document the damage. Providing detailed facts of the incident will help the City's insurance carrier deter fraudulent third-party insurance schemes.

All vehicles/equipment will be supplied with an incident reporting kit to include the Supervisor and Employee Investigation Forms, insurance card, a pen, drug-testing matrix, and a post-incident checklist. A pre-trip inspection should also be included in every vehicle/equipment, if applicable.

Supervisors are responsible for determining whether an employee should receive disciplinary action in accordance with the City's Employment Policies Manual. Supervisors are also responsible for making a determination as to whether or not the incident was preventable based on the National Safety Council's definitions and record this determination in the Supervisor Investigation Form.

Human Resources along with the Safety Action Team will review all incident reporting forms and ensure compliance with the City's Fleet Safety Program.

The City has implemented a separate Drug Free Workplace Procedure that requires pre-employment and periodic random drug and alcohol testing for employees in mandatory testing positions. Additionally, the Drug Free Workplace Procedure has set forth criteria requiring employees be tested for the presence of drugs and alcohol under certain circumstances. Any positive results are grounds for termination.

F. Personal Use of City Vehicles/Equipment

In accordance with the City's Employment Policies Manual, the use of City property, material, supplies, tools, equipment or vehicles for personal or private business use is prohibited, unless approved by employment agreement or by the City Manager and incidental and as a minor deviation to the assigned use of the vehicle. Violations may result in termination and possible prosecution.

Persons who are not City employees are not allowed in City vehicles/equipment as passengers, unless the travel involves City business purposes or is authorized by the City Manager.

G. Non-City Vehicles/Equipment Used for City Purposes

Employees are strongly encouraged to utilize City vehicles/equipment to conduct official City business. Employees who choose to drive non-City vehicles or operate non-City equipment to conduct official City business must obtain Department Director approval to do so, are subject to all the provisions and standards of this program, must maintain state required automobile insurance limits, ensure that their personal auto insurance carrier provides coverage for use of their personal vehicle for business purposes, and maintain their vehicle in a safe operating condition.

** Documentation of employee training will be completed and kept on file at the department in accordance with the State of Florida General Records Schedule.*

EXHIBIT "C"

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

XX	1. General Liability with limits of liability \$1,000,000 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. Contractual Liability and Contractual Indemnity (Hold harmless endorsement as written in Section-E, Terms and Conditions, No. 35).	
XX	2. Automobile Liability - \$1,000,000 each occurrence – owned/non-owned/hired automobiles included.	
XX	3. Workers' Compensation and Employer's Liability per the statutory limits of the State of Florida (\$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease).	
	4. Excess Liability - \$_____. 00 per occurrence to follow the primary coverage.	
XX	5. The City of Clermont must be named as an Additional Insured with regards to General Liability policies; and it must be stated on the certificate.	
XX	6. Other insurance as indicated:	
	___ Builders Risk Completed Value	\$_____.00
	___ Garage Keeper Liability	\$_____.00
	___ Garage Liability	\$_____.00
	___ Liquor Liability	\$_____.00
	___ Fire Legal Liability	\$_____.00
	___ Pollution Liability	\$_____.00
	___ Protection and Indemnity	\$_____.00
	___ Employee dishonesty Bond	\$_____.00
	<u> X </u> Professional Liability / Errors & Omissions	\$2,000,000.00
	___ Other	\$_____.00
XX	7. Thirty (30) days written cancellation notice required.	
XX	8. Best's guide rating B+:VI or better, latest edition or as otherwise acceptable to the City.	
XX	9. The certificate must state the solicitation number and title. RFP 21-014 / Commercial and Residential Building Inspection & Plans Review Services	

**FIRST AMENDMENT TO AGREEMENT FOR
COMMERCIAL AND RESIDENTIAL BUILDING INSPECTION & PLANS REVIEW
SERVICES**

THIS AMENDMENT is entered into as of this 6th day of September 2024 and is to that certain Agreement No. 2021-071 dated October 26, 2021, hereinafter “the Agreement”, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, hereinafter referred to as “CITY” and Willdan Engineering, Inc., whose address is: 2401 E. Katella Avenue, Suite 300, Anaheim, CA 92806 hereinafter referred to as “CONSULTANT”. The parties, in exchange for the mutual covenants contained herein and in the Agreement, agree as follows:

- 1. This Amendment expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Amendment shall prevail.
- 2. The Compensation Schedule referred to and incorporated into the Agreement is hereby amended to include the new billable hourly rates as more particularly described in Exhibit “A” attached hereto and incorporated herein. The effective date of the price increase is October 26, 2024.
- 3. All other terms and conditions set forth in the Agreement shall remain in full force and effect and unchanged as agreed to by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

CITY OF CLERMONT

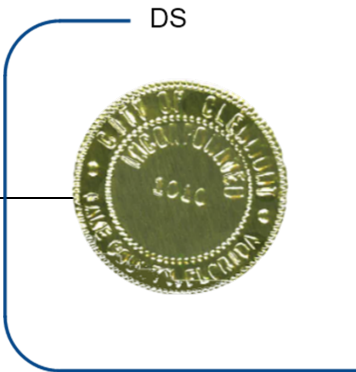
DocuSigned by:
Freddy Suarez
431F57D413554D6...

Freddy L. Suarez, Procurement Services Director

ATTEST:

DocuSigned by:
Tracy Ackroyd Howe
3AD7F34905B344A...

Tracy Ackroyd Howe, City Clerk



WILLDAN ENGINEERING, INC.

DocuSigned by:
Vanessa Munoz
A6A1BAC252C2432...
By: _____

Print Name: Vanessa Munoz

Title: President

Date: 9/6/2024

EXHIBIT "A"

SECTION – B
STATEMENT OF WORK

This RFP seeks Consultants with strong professional qualifications in providing commercial and residential building inspection and plans review services on an as-needed basis and on an ongoing basis. The various inspection disciplines include building, mechanical, electrical, plumbing, gas and structural inspection and plans review services as outlined in the Florida Building Code, and as referenced herein.

1 – SCOPE OF SERVICES

Successful respondent shall provide residential and commercial inspections for compliance with the Florida Building Code, State Statutes, and local codes and ordinances. Inspection services shall include new and existing residential and commercial construction within the City limits.

The City shall assign all residential and commercial inspections under the conditions set forth herein to the successful respondent(s) and other work or inspections as determined by the Building Official or designee. All work shall be performed in accordance with generally accepted professional standards in the construction industry.

2 – TASKS

Conduct technical field inspection of buildings, equipment and installation during various phases of plumbing construction, installation & operation, and grant inspection approvals if found in compliance with applicable codes and regulations. Provide written comments if found not in compliance with applicable codes and regulations.

Review plumbing, electrical or mechanical installation plans, specifications and materials listed for residential and commercial projects and grant approvals if found in compliance with applicable codes and regulations. Provide written comments if found not in compliance with applicable codes and regulations.

Evaluate alternate methods, procedures, materials and products for compliance with the Central Florida Building Code requirements, whichever is applicable, depending on the date of the application or construction.

Approve and disapprove proposed plans in accordance with the applicable Code and other regulatory requirements and discuss disapproved items with architects, engineers, contractors and/or owner builders to obtain plan changes necessary for approval.

Render information concerning the applicable Code and make interpretations of its contents. Make decisions as to the feasibility of deviations from the Codes under various conditions.

Perform related work as required by the Building Services Department.

SECTION – B
STATEMENT OF WORK

3 – COMPENSATION

The City agrees to pay the successful respondent(s) the following rates:

STANDARDIZED SERVICE RATES	
Services	Hourly Rate
Licensed Plans Examiner, Residential and/or Commercial	\$115.00
Inspection Services Residential and/or Commercial	\$105.00
Supplemental Inspection Services (at the request of the City)	\$105.00

The rates above are based on a forty (40) hour week. Overtime (over 8 working hours in one day) and/or weekend rates are 1.5 times the listed rates. All overtime hours must be approved, in advanced, by the Building Services Director.

Supplemental Inspection and Plan Review Services are those based on specialized need, as determined and requested by the City’s Building Official.

All travel expenses are included in the listed Standardized Service Rates. There shall be no additional charges for travel or expenses. The hourly rate shall not apply until the respondent staff arrives at the Building Services Department offices or first inspection. The hourly rate shall not be paid by the City after the consultant leaves the last inspection or the City’s office.

END OF SECTION – B



FREDDY L. SUAREZ
Procurement Services Director
Procurement Services Department

352-241-7350
 fsuarez@clermontfl.org

September 16, 2025

Willdan Engineering, Inc.
 2401 E. Katella Avenue, Suite 300
 Anaheim, CA 92806

Re: 2nd Contract Renewal Notice for Commercial and Residential Building Inspection & Plans Review Services, No. 2021-071

Dear Vanessa Munoz:

The current awarded period on the above-referenced contract is due to expire on October 25, 2025. There is a provision for an extension in this contract for up to three (3) additional one (1) year terms. It is the intent of the City to exercise the 2nd renewal option and extend the contract for an additional 1-year, ending on October 25, 2026.

Please check “yes” or “no” at the bottom of this letter, with your signature and date, as to whether you are interested or not extending the contract for an additional 1-year term. Your response should be received in the Procurement Services Department no later than ten (10) business days from date of this letter. Failure to respond will be deemed as silent evidence that your firm is not interested in renewing this contract. Make sure to send a copy of your insurance certificate stating the City of Clermont as additional insured to procurementservices@clermont.org.

Please feel free to contact me if you have any questions.

I want to extend the current contract for Commercial and Residential Building Inspection & Plans Review Services, No. 2021-071, for an additional one (1) year term at the same terms and conditions.

☒ Yes ☐ No		DocuSigned by: A6A1BAC252C2432...	9/17/2025
		Contractor Signature	Date
Vanessa Munoz Printed Name of Signer		President Title of Signer	

Comments:



FREDDY L. SUAREZ
Procurement Services Director
Procurement Services Department

352-241-7350
 fsuarez@clermontfl.org

August 21, 2024

Willdan Engineering, Inc.
 2401 E. Katella Avenue, Suite 300
 Anaheim, CA 92806

Re: 1st Contract Renewal Notice for Commercial and Residential Building Inspection & Plans Review Services, No. 2021-071

Dear Vanessa Munoz:

The current awarded period on the above referenced contract is due to expire on October 25, 2024. There is a provision for an extension in this contract for up to three (3) additional one (1) year terms. It is the intent of the City to exercise the 1st renewal option and extend the contract for an additional 1-year, ending on October 25, 2025.

Please check “yes” or “no” at the bottom of this letter, with your signature and date, as to whether you are interested or not extending the contract for an additional 1-year term. Your response should be received in the Procurement Services Department no later than ten (10) business days from date of this letter. Failure to respond will be deemed as silent evidence that your firm is not interested in renewing this contract. Make sure to send a copy of your insurance certificate stating the City of Clermont as additional insured to agates@clermontfl.org.

Please feel free to contact me if you have any questions.

I want to extend the current contract for Commercial and Residential Building Inspection & Plans Review Services, No. 2021-071, for an additional one (1) year term at the same terms and conditions.

☒ Yes ☐ No		DocuSigned by: A6A1BAC252C2432... Contractor Signature	8/21/2024 Date
Vanessa Munoz Printed Name of Signer		President Title of Signer	

Comments:

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services

Via: City Manager, Jon C. Williams

Date: September 30, 2025

Meeting Date: October 9, 2025

Subject: DWC Outdoors & Hauling, LLC – Piggyback Contract

Issue:

The City often requires assistance to trim trees in the right-of-way and has for several years used DWC Outdoors & Hauling, LLC to perform this service. DWC has a contract with Lake County to perform right-of-way tree trimming and related services through 9/30/2026 and staff is requesting to piggyback this contract to provide these services.

Recommended Action:

Staff requests approval to use the Lake County Contract with DWC Outdoors & Hauling, LLC as a piggyback contract.

Attachment(s)/References:

Lake County Contract

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE: 05/20/2025

TO: Jennifer Barker, County Manager

THRU:

Jeff Johnson, Roads Superintendent

BY: Gretchen Bechtel, Contracting Officer II

SUBJECT: Right of Way Tree Trimming and Related Services

MEETING DATE: 7/22/2025

ITEM TYPE: Consent Item

ITEM ID: 37719

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:

1. Of Contracts 25-729A-F for Right of Way Tree Trimming and Related Services as needed with the following pool of vendors: Aero Groundtek, LLC (Westbury, NY, conducting operations from Ocoee, FL); Daniel Hickey's Tree Services LLC (Deland, FL), The Davey Tree Expert Company (Kent, OH, conducting operations from Maitland, FL), DWC Outdoors & Hauling, LLC (Minneola, FL), Enviro Tree Services LLC (Apopka, FL), and Sherlock Tree Company Inc. (Pompano Beach, FL); and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated annual fiscal impact is \$350,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2025 Budget. Annual expenditures will not exceed available funding in future Fiscal Year budgets.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Public Works Department, Division of Public Works Operations, issued an Invitation to Bid 25-729 for right of way tree trimming and related services on an as-needed basis. The solicitation replaces expiring Contracts 20-0440A-C, creates a vendor pool, and provides for an initial one-year term with two additional two-year terms available.

The attached tabulation sheet reflects twelve submissions. Staff recommends awarding contracts to the six responsible and responsive vendors as qualified participants for the bidding process for right of way tree trimming and related services.

Last fiscal year's expenditure was \$345,000.

Fiscal Impact: \$350,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
CTT	1120	5053200	830460		\$350,000

Advertised Date:

Paper:

Attachments:

1.	25-729_Tabulation
2.	25-729A - Aero Groundtek LLC_unex
3.	25-729B - Daniel Hickey's Tree Svc_unex
4.	25-729C - Davey Tree Expert Co_unex
5.	25-729D - DWC Outdoors & Hauling, LLC_unex
6.	25-729E - Enviro Tree Svc_unex
7.	25-729F - Sherlock Tree Co_unex

STAFF APPROVALS AND DATES:

Gretchen Bechtel	Created/Initiated - 05/20/2025
Ron Falanga	Approved - 05/21/2025
Jeffrey Earhart	Approved - 05/21/2025
Kerri Andrews	Approved - 05/21/2025
Miranda Lanoue	Approved - 05/21/2025
Jordan Salinger	Approved - 05/21/2025
Fred Schneider	Approved - 05/21/2025
Rachel Bartolowits	Approved - 05/28/2025
Kandace Pourbaix	Approved - 05/28/2025
Allison Teslia	Approved - 06/30/2025
Melanie Marsh	Approved - 07/05/2025
Jennifer Barker	Approved - 07/11/2025
Karen Snodgrass	Final Approval - 07/11/2025

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:



For
Vendor Pool - Right of Way Tree Trimming and Related Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **DWC Outdoors & Hauling, LLC** (hereinafter "Contractor") to supply **Right of Way Tree Trimming and Related Services** to the County pursuant to County Bid number 25-729 with any included addenda (hereinafter "Bid"), with an opening date of 4/10/2025, and Contractor's Bid response dated 4/10/2025, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below are attached hereto and are part of this Contract.

ATTACHMENTS:

Attachment 1 – Submittal Form with General Terms & Conditions acceptance signed by Contractor

Attachment 2 – Pricing Sheet

Attachment 3 – Combined Affidavit – Foreign Entities & Human Trafficking

Addendum 1

Exhibit A – Scope of Work

Exhibit B – Insurance Requirements

Exhibit C – [Lake County General Terms & Conditions version 5.6.21 \(lakecountyfl.gov\)](https://www.lakecountyfl.gov)

Exhibit D – Sample Projects

Exhibit E – Right of Entry Form

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

The Contract initial term is from 10/1/2025 through 9/30/2026 with the option for two subsequent two-year renewals. The County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. Renewals are contingent upon mutual written agreement.

Modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

Gretchen Bechtel, CPPB

By: Gretchen Bechtel, CPPB

Senior Contracting Officer

Date: 07/22/25.

The undersigned hereby declares: DWC Outdoors & Hauling LLC has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to provide **RIGHT OF WAY TREE TRIMMING AND RELATED SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority, or related Notice to Proceed. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County's preferred method for invoice payment is electronic remittance of invoices via virtual payment cards (ePayables) instead of paper checks. Contractor is encouraged to adopt the County's electronic payment option. ePayables is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the County's obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers.

Vendor requests more information about accepting ePayables for payment: YES

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Sierra L. Cook

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. Vendor will comply with Florida Statutes regarding background investigations. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable Choose an item.

and enter OSD Certification Number Click or tap here to enter text.

and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT

N/A

10.0 LOCAL VENDOR PREFERENCE – N/A**11.0 GENERAL VENDOR INFORMATION**

Firm Name: DWC Outdoors & Hauling LLC

Street Address: 1120 Hill Mount Drive

City: Minneola State and ZIP Code: FL, 34715

Mailing Address (if different): PO BOX 675, Minneola 34755

Telephone: 352-396-7711

Purchase Order Email Address: sierra@dwcoutdoors.com

Federal Identification Number / TIN: 47-5657483

12.0 SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Sierra Cook*

Date: 4/10/2025

Print Name: Sierra Cook

Title: Operations Manager

Primary E-mail Address: sierra@dwcoutdoors.com

Secondary E-mail Address: [Click or tap here to enter text.](#)

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

DWC Outdoors & Hauling LLC			
SAVE AND SUBMIT AS AN EXCEL FILE			
Contractor to furnish all labor, materials, tools, transportation, maintenance of traffic, and equipment necessary to provide services in accordance with specifications listed and implied in Exhibit D - Sample Projects. These are sample projects only and are intended for evaluating purposes only.			
ITEM	DESCRIPTION	UNIT PRICE	NUMBER OF DAYS TO COMPLETE
1	Tree trimming / Greater Hills Neighborhood as per all requirements stated in Exhibit D - Sample Project 1	\$30,000.00	15
2	Tree trimming / Lady Lake as per all requirements stated in Exhibit D - Sample Project 2	\$80,000.00	35
	Total cost and number of days to complete the projects as stated in Scope of Services. Number of days shall not exceed 120 calendar days)	\$110,000.00	50

The following information is required for price redetermination consideration.

Enter type of fuel used: Diesel or Gasoline	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	15.00%
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	30.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	55.00%
Must equal 100%	100.00%

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing.

Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.



**AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT.
CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES
OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

Before me, the undersigned authority, personally appeared (Name of affiant) Sierra Cook, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) Operations Manager of (Business Name) DWC outdoors + Hauling LLC which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern:* I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern:* I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
4. *Compliance with Human Trafficking Laws:* I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
5. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 9th day of April, 2025.

BY:

[Signature]
Signature of Affiant

Sierra Cook
Printed Name

STATE OF FL
COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 9th day of April, 2025, by Sierra Cook, who is ☒ personally known to me or ☐ has produced identification (type): _____.

[Signature]
(Notary Signature)

(SEAL)





Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: Right of Way Tree Trimming and Related Services

03/28/2025

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. How many cycles per year?
- A. Refer to Exhibit A – Scope of Work, Section 1, First sentence.
- Q2. In how many days did the previous contractor complete each project?
- A. Refer to Exhibit A – Scope of Work, Section 1, 2nd paragraph
- Q3. Is there a specific landfill where we need to dispose of the tree cuttings? Does the contractor pay for landfill expenses? Is it reimbursed.
- A. Refer to Exhibit A – Scope of Work, Section 2.1
- Q4. When was the last time a cycle was completed?
- A. Refer to Q1.
- Q5. Are you able to clarify if any T&E Rates are requested, or if all work under this contract will be as needed requests with pricing determined upon request?
- A. Refer to Exhibit A – Scope of Work, Section 1, First sentence and Section 5 – Order of Operation.
- Q6. Please clarify the expectation of "first priority" mentioned in the bid files.
- A. Refer to Exhibit A – Scope of Work, Section 9, Emergency Services.
- Q7. Can you please provide the last bid tabulation for this solicitation?
- A. Information on previous bids can found by visiting our website. The direct link for the previous solicitation can be found here: [Details for Bid: 20-0440](#)
- Q8. Can you please provide me with the previous bid tabulation and the anticipated budget for this project so that I may price accordingly?
- A. Refer to Q7. This is an indefinite quantity solicitation on an as needed basis. The projects are sample projects and are not to be construed as actual projects.

ADDITIONAL INFORMATION

N/A

ACKNOWLEDGEMENT

Firm Name: DWC Outdoors & Hauling LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Sierra Cook*

Date: 4/10/2025

Print Name: Sierra Cook

Title: Operations Manager

Primary E-mail Address: sierra@dwcoutdoors.com

Secondary E-mail Address: [Click or tap here to enter text.](#)

RIGHT OF WAY TREE TRIMMING AND RELATED SERVICES**1. SCOPE OF SERVICES**

Provide a pool of vendors for right of way tree trimming and related services on an as needed basis and in conjunction with the County's needs. Contractor shall be well versed and experienced with the current processes to be able to complete the work in accordance with the specifications within this document and as directed by the County. Two sample projects are attached to this solicitation as Exhibit D – Sample projects to provide the diverse nature of project specifications. These are sample projects only and are intended for evaluating purposes only.

This is an indefinite quantity contract with no guarantee that services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation. The scope of work represents the minimum standards required. All work performed shall be in strict compliance with the latest codes, standards, and practices and in accordance with Federal, State, and Local laws.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1.** Provide all labor, fuel, materials, equipment, storage, supplies, and incidental costs necessary to complete the tasks.
- 2.2.** Provide for skilled, qualified, and English-speaking staff with a cell phone in good working order.
- 2.3.** Provide adequate personnel, in the event of sickness or any absence of the attendant, a substitute of equal skill shall be provided at no additional cost.
- 2.4.** Provide a neat and clean in appearance dress code for Contractor's employees that consists of a shirt with company name, pants, and work shoes/boots.
- 2.5.** Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.
- 2.6.** Ensure all equipment used in performance of the contract on County property is in good, safe working order and properly maintained in order to protect the operator and the public.
- 2.7.** Work shall commence at a time that shall provide a minimal inconvenience to the public and traffic.

3. COUNTY RESPONSIBILITIES

County will:

- 3.1.** Reserve the right to award to one or more contractor.
- 3.2.** Reserve the right to add or remove services in conjunction with the County's needs.
- 3.3.** Issue a request for quote utilizing the County's Request for Quote (RFQ) System on an as needed basis.
- 3.4.** Include the location, project specifications and limits to be completed.
- 3.5.** Issue a notice to proceed based on lowest price and least number of days to complete the project.
- 3.6.** Reserve the right to dismiss Contractor's staff from park grounds for disorderly conduct or unsatisfactory performance in accordance with contract specifications.

RIGHT OF WAY TREE TRIMMING AND RELATED SERVICES**4. EQUIPMENT**

- 4.1. Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified.
- 4.2. Equipment shall be maintained to produce a clean, sharp cut and uniform distribution.
- 4.3. Equipment used shall be in good, safe working order and properly maintained to protect the operator and the public.
- 4.4. Safety devices installed by the manufacturer shall be in place and in proper working order.
- 4.5. Equipment used by the Contractor is subject to inspection by the County Project Manager.
- 4.6. Equipment on site deemed by the County Project Manager to be inoperable, unsafe, or improper for desired use, shall be removed from the premises by the contractor at his/her expense the same day of the County's determination.

5. ORDER OF OPERATIONS

- 5.1. Provide quotes utilizing the County's Request for Quote (RFQ) System.
- 5.2. Review the Scope of Work, project specifications and limits prior to submitting a bid.
- 5.3. Work shall commence within ten (10) business days from the notice to proceed and provide for a minimal inconvenience to the public and traffic.
- 5.4. Provide twenty-four hours (24) in advance notice of crews being on-site at each project location.
- 5.5. Work shall be completed within the number of days as specified in the RFQ.
- 5.6. Provide a minimum of twenty-four (24) notice of any deviation of project schedule or variance, including when work is interrupted due to weather, breakdowns, etc. No extensions of time shall be given for equipment failure or weather conditions.
- 5.7. Provide necessary precautions for the safety of and protection to prevent damage, injury or loss to persons or property.
- 5.8. Maintain the grounds in an attractive, and uniformly clean manner which will reflect favorably upon the County and the Contractor.
- 5.9. Notify the County upon completion of the work to schedule an inspection.
- 5.10. Should the Contractor need access to the project site through private property; the Contractor shall obtain a right of entry from the owner and provide a copy to the County. See Exhibit – E Sample Right of Way Form.
- 5.11. Submit invoices in accordance with bid specifications via email to roadopsinvoices@lakecountyfl.gov upon project completion.

6. TRIMMING AND PRUNING STANDARDS

- 6.1. Trimming shall be completed in accordance with approved principles of modern arboriculture methods with emphasis on tree health and symmetry.
- 6.2. The trim contour will be held continuous throughout the work limits to give a uniform appearance

RIGHT OF WAY TREE TRIMMING AND RELATED SERVICES

- 6.3. Trimming heights and widths will be defined in each scope of work as limits will vary with each roadway and in conjunction with FDOT standards.
- 6.4. There shall be an even taper to join the difference in trimming heights when there are sidewalks in conjunction with roadway trimming.
- 6.5. All cuts shall be made just outside the branch collar whenever possible. The vendor shall avoid leaving long stubs even if this means going beyond the clearance trimming measurements.
- 6.6. All cuts shall be in a manner that will prevent free, rapid, and uncontrolled descent of the portion of the tree being removed.
- 6.7. At no time shall climbing irons, spurs, and spikes be allowed.
- 6.8. Any damage caused to a tree by the contractor shall be repaired at no cost and to the satisfaction of the County Project Manager.
- 6.9. If the tree dies due to the actions of the contractor; the contractor shall be required to promptly remove the dead tree at no additional cost to the County and replace the tree with one of equal diameter and growth or compensate the County for the loss of the tree in an amount determined by the County to be fair market value.

7. BRUSH CLEARING

- 7.1. All underbrush, including but not limited to low growing shrubs, bushes, wild grasses, vines and weeds, shall be removed within the determined work area. All immature trees less than six (6) inches in diameter shall be completely removed

8. DEBRIS CLEAN UP

- 8.1. All debris that is created as part of this work becomes the property of the contractor and shall be disposed of properly.
- 8.2. If the contractor chooses to utilize a chipper; the chips shall be hauled off and at no time shall the contractor leave any wood chips onsite.
- 8.3. All other debris shall be blown or swept off the roadway to the side of the road in rural areas and shall be picked up in residential areas. No debris shall remain after the work has been completed.
- 8.4. Contractor shall be responsible for maintaining the adjacent areas of the project limits in clean and good condition; including but not limited to, existing trees, turf, flowering plants, and ornamental shrubs situated within the designated right of way or on private property.

9. EMERGENCY SERVICES

- 9.1. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County.
- 9.2. Contractor agrees to provide services to the County on a first priority basis.
- 9.3. County will pay contractual prices for the goods and services required during an emergency.
- 9.4. The contractor shall furnish a twenty-four (24) hour phone number in the event of an emergency.

RIGHT OF WAY TREE TRIMMING AND RELATED SERVICES**10. MAINTENANCE OF TRAFFIC (MOT)**

10.1. Maintenance of traffic shall be the responsibility of the contractor, is part of the contractor's proposal price, and shall conform to FDOT's most current editions of Standard Specifications for Road and Bridge Construction.

<https://www.fdot.gov/publications/publications.shtm>

10.2. If the contractor does not comply with the FDOT and FHWA (i.e. signs, qualified flaggers, and/or barricades), the county reserves the right to direct the contractor to cease operation until deficiencies are corrected.

10.3. No road closures shall be allowed except in the case of emergencies.

10.4. If the contractor anticipates assistance from an off-duty police officer, it shall be the responsibility of the contractor to hire and pay for this service

10.5. The foregoing requirements are to be considered as minimum, and the contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and the contractor's employees through the work area.

[The remainder of this page intentionally left blank]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy

includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

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DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

- A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
1. Disclosure of Employment.
 2. Disclosure of Ownership.
 3. Drug-Free Workplace.
 4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
 5. Americans with Disabilities Act (ADA).
 6. Conflict of Interest.
 7. Debarment Disclosure Affidavit.
 8. Nondiscrimination.
 9. Family Leave.
 10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.
- B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.
- E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
- F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new proposal with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.
- G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

- H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.
- I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

- A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.
- B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.
- D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.
- F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

- A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.
- E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.
- F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.
- G. Any tie situations will be resolved in consonance with current written County procedure.
- H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on [Section 2-222 Local Vendor Preference](#).
- I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the [Lake County Protest Procedures](#).

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the [Florida Department of State home page](#).

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

EXHIBIT C - LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit [Lake County Tax Exemption Certificate page](#) to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

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to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds \$195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

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MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the [*Bureau of Labor Statistics site here*](#). Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.
- B. Upon request from the County's custodian of public records, provide the County 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after it discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

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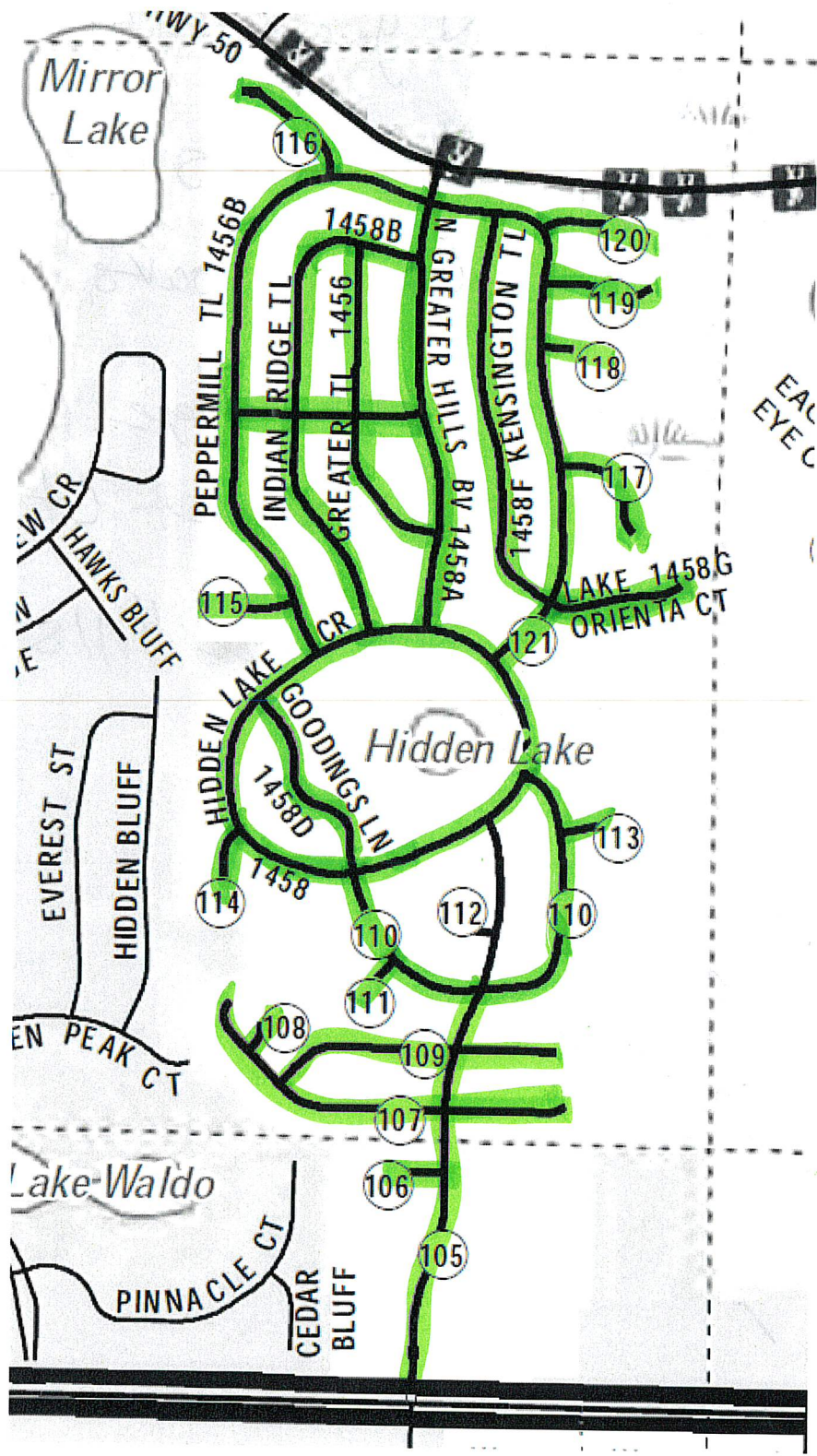
PROJECT #1 - Right of Way Tree Trimming Project – Greater Hills Neighborhood**Scope of Work:**

Right of way Tree Trimming and Related Services shall be in accordance with contract #25-729 for the road length as specified in the description details for each Scope of Work. **The total project is approximately six and a half (6.31) centerline miles.** The project shall include tree trimming and related services for both sides of the road unless otherwise stated in the description details. Maintenance of Traffic shall be in accordance with FDOT Standard Plans for Road and Bridge Construction, Index 600. The bid price shall include maintenance of traffic and trimming of all trees encroaching the roadway to vertical height of fifteen feet (15'). There will be no specific distance to cut back from edge of roadway, but we are requiring a clean overall appearance with at least 15' vertical clearance from edge of pavement. At no time should finished trimming result in a vertical wall at or near the edge of pavement. Limbs hanging over the sidewalk shall be trimmed to a vertical height of seven feet (7'). Contractor shall be responsible for trimming limbs encroaching the streetlights. All trimming shall be completed to leave a neat appearance. No trimming should be performed on ornamental plants that do not encroach travel way.

Each vendor is strongly encouraged to perform a site visit to verify the measurements and determine the extent of the services required. All work shall be completed in accordance with the specifications as outlined in this RFQ and Exhibit A (Statement of Work) of the contract #25-729.

Description Details:

- | | |
|--|--|
| 1. N. Greater Hills Blvd – Approx. – .43 Miles | 14. Lake Orienta Ct – Approx. - .12 Miles |
| 2. Peppermill Trl – Approx. – .60 Miles | 15. Hidden Lake Cir – Approx. - .80 Miles |
| 3. Crystal Creek Ct – Approx. – .12 Miles | 16. Goodings Ln – Approx. – .19 Miles |
| 4. Royal Oak Ct – Approx. – .06 Miles | 17. Kensington Ct – Approx. - .06 Miles |
| 5. Meadow West Trl – Approx. - .17 Miles | 18. Sausalito Cir – Approx. - .44 Miles |
| 6. Indian Ridge Trl – Approx. – .47 Miles | 19. River Run Ct – Approx. - .02 Miles |
| 7. Greater Trl - Approx. - .30 Miles | 20. Summit Ct – Approx. - .04 Miles |
| 8. Pointe East Trl – Approx. - .53 Miles | 21. S. Greater Hills Blvd. – Approx. - .52 Miles |
| 9. Kensington Trl – Approx. - .38 Miles | 22. Bay Lakes Trl - Approx. - .27 Miles |
| 10. Oakland Ct – Approx. – .10 Miles | 23. Charter Oaks Trl – Approx. - .38 Miles |
| 11. Watermill Ct – Approx. - .10 Miles | 24. Summerset Ct – Approx. - .02 Miles |
| 12. Gingermill Ct – Approx. - .02 Miles | 25. Carriage Hill Ct - Approx. - .07 Miles |
| 13. Indian Wells Ct – Approx. - .10 Miles | |



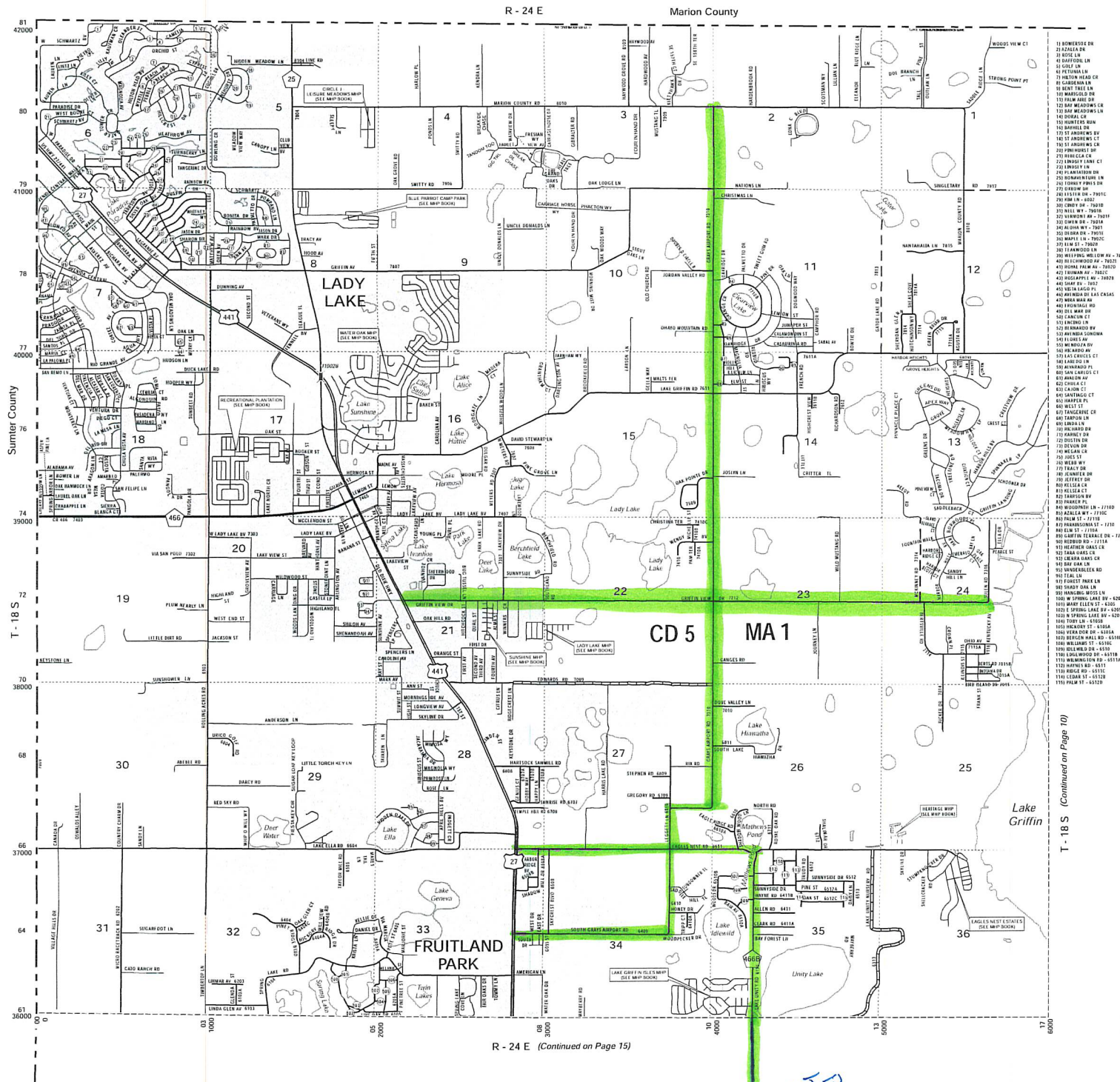
PROJECT #2: Right of Way Tree Trimming Project – Lady Lake**Scope of Work:**

Right of way Tree Trimming and Related Services shall be in accordance with contract #25-729 for the road length as specified in the description details for each Scope of Work. **The total project is approximately Twelve (11.73) centerline miles.** The project shall include tree trimming and related services for both sides of the road unless otherwise stated in the description details. Maintenance of Traffic shall be in accordance with FDOT Index 600. The bid price shall include maintenance of traffic and the removal of all vegetation within ten feet (10') of edge of pavement and to the apparent right of way with the exception of trees having a DBH of twelve inches (12") or greater. Trees with a DBH of twelve inches (12") or greater shall be trimmed to vertical height of eighteen feet (18'). Palm trees with a trunk height of six feet (6') or less shall be removed entirely regardless of diameter. All trunks shall be cut flush with existing grade unless otherwise stated. All trimming shall be completed to leave a neat appearance.

Each vendor is strongly encouraged to perform a site visit to verify the measurements and determine the extent of the services required. All work shall be completed in accordance with the specifications as outlined in this RFQ and Exhibit A (Statement of Work) of the contract #25-729.

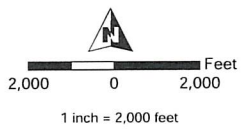
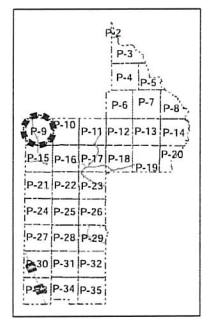
Description Details:

1. Griffin View Dr – US 27 to Sulen Rd – Approx. 3.48 Miles
2. South Grays Airport Rd – US 27 to Eagles Nest Rd – Approx. 1.42 Miles
3. Grays Airport Rd – Eagles Nest Rd to Marion County Rd – Approx. 4.76 Miles
4. Lake Unity Rd – Picciola Rd to Eagles Nest Rd – Approx. 1.76
5. Old Lake Unity Rd – Picciola Rd to Lake Unity Rd – Approx. 0.31 Miles



Legend

- US Highway
- State Road
- County Maintained
- County Road
- Paved Road
- DST
- Clay
- Brick
- Concrete
- Unimproved
- Active Railroad
- Bridge
- Streets
- Multi-Use Trail
- NFS Roads
- City Limits
- Commission Districts
- Maintenance District
- Township Boundary
- Section Line
- Lake/Pond/Stream
- Ocala Forest



THIS MAP WAS PREPARED FOR THE USE OF THE LAKE COUNTY PUBLIC WORKS DEPARTMENT, AND WAS COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. LAKE COUNTY DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON.

R - 24 E (Continued on Page 15)

T - 18 S (Continued on Page 10)

Lake County Public Works Department

Township 18 South - Range 24 East
Scale: 1" = 2000'
Sheet 9 of 35

OLD R-24
1/2-1/2

**RIGHT-OF ENTRY
STATEMENT**

Date: _____

Property Owner's Name: _____

Tenant's Name: _____

Address of Property: _____

City/Zip Code: _____

Description of Work: _____

Right of Entry

I certify that I am the owner, or an owner's authorized representative of the described property. I freely grant, and without coercion, the right of access and entry to said property for the purpose of completing work that exists in the County right-of-way and on my property.

I will mark any sewer lines, septic tanks, water lines, utilities located on the described property to help prevent damage to said items.

Print Name: _____**Signature:** _____

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services

Via: City Manager, Jon C. Williams

Date: September 30, 2025

Meeting Date: October 9, 2025

Subject: Odyssey Manufacturing Co. – Piggyback Contract

Issue:

The City uses Odyssey Manufacturing Co. to provide Sodium Hypochlorite (Bleach), which is used at the Wastewater Treatment Plant and the Water Plants for sanitation purposes. Odyssey Manufacturing Co. has been providing this service to the City for multiple years and their contract with Marion County was recently renewed through September 30, 2028. Staff is requesting to piggyback this contract to provide this required chemical.

Recommended Action:

Staff requests approval to use the Marion County Agreement with Odyssey Manufacturing Co. as a piggyback contract.

Attachment(s)/References:

Marion County Agreement

Odyssey Manufacturing Co. – Letter to show new pricing



Marion County Board of County Commissioners

Procurement Services

2631 SE Third St.
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

September 16, 2025

Patrick Allman
Odyssey Manufacturing Co.
1484 Massaro Blvd
Tampa, FL 33619
Delivered via email to: Pallman@odysseymanufacturing.com

Award of Project # 25P-140 ~ Sodium Hypochlorite

On behalf of the Marion County Board of County Commissioners, it is our pleasure to notify you of the award of the Project listed above. The following are required to complete the contract process, and shall be returned within one (1) week: *Documents can be returned via email, fax, or courier (USPS, FedEx, UPS, hand delivery).*

- One (1) set of the contract with exhibits, if applicable, fully executed before two witnesses - *if a person other than a company Officer signs, a statement must be included noting the signatory's authorization to sign on behalf of the company.*
- One (1) copy of the activated insurance certificate, showing "Marion County, a political subdivision of the State of Florida" as Additional Insured, and in accordance with the Solicitation. This can be scanned. (See attached sample illustrating what is required).
- Work shall commence beginning on October 1, 2025.
- No payment(s) shall be rendered until all required documents have been received in good order and deemed complete by the Marion County Procurement Services Department.

We look forward to doing business with you.

Susan Olsen
Procurement Services Director

xc: Utilites
/cc
Rev 10.8.2018



Marion County

Meetings | Minutes | Videos

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File #: 2025-20302

Type: Consent Status: Agenda Ready

File created: 8/18/2025 Meeting Body Board of County Commissioners

On agenda: 9/3/2025 Final action:

Title: Request Approval of Selection Committee Recommendation: 25P-140 Sodium Hypochlorite - Odyssey Manufacturing Co., Tampa, FL (Budget Impact - Neutral; expenditure of \$625,000)

Attachments: 1. [25P-140 AGN CNT](#)

[Text](#)**SUBJECT:**

Request Approval of Selection Committee Recommendation: 25P-140 Sodium Hypochlorite – Odyssey Manufacturing Co., Tampa, FL (Budget Impact – Neutral; expenditure of \$625,000)

INITIATOR:

Susan Olsen, Director

DEPARTMENT:

Procurement Services

DESCRIPTION/BACKGROUND:

On behalf of Marion County Utilities (MCU), Procurement issued a Request for Proposals (RFP) seeking a qualified firm to provide sodium hypochlorite and calcium hypochlorite to over fifty water treatment plants, wastewater treatment plants, and wells throughout the County.

The Selection Committee reviewed three (3) proposals and evaluated them based on established criteria. The scores and rankings are as follows:

Firm Name – Location	Score	Rank
Odyssey Manufacturing Co. – Tampa, FL	210.83	1
Brenntag Mid South, Inc. – Orlando, FL	110	2
Univar Solutions USA, LLC – Tampa, FL	95	3

The Selection Committee recommended awarding the contract to Odyssey Manufacturing Co, and MCU Director, Tony Cunningham, supports the Selection Committee's recommendation.

Attached for review is the draft contract. Upon Board approval at today's meeting, the contract will be routed to the firm for signatures and once returned, will be forwarded to Legal, the Clerk, and the Chairman for final execution.

BUDGET/IMPACT:

Neutral; expenditure of \$625,000. Funding for this project is from line ZF442533-552108 and ZF445535-552108 (Marion County Utility Fund).

RECOMMENDED ACTION:

Motion to approve and allow staff to issue, and upon approval from Legal, authorize the Chairman and Clerk to execute the contract with Odyssey Manufacturing Co, under project 25P-140.



NOTICE OF INTENT TO AWARD
August 18, 2026

Interested persons are hereby notified that Marion County intends to award the following solicitation to the following firm(s)/contractor(s):

SOLICITATION: 25P-140 Sodium Hypochlorite

INTENDED AWARD TO: Odyssey Manufacturing Co.

Thank you for your time and effort in submitting a proposal for this project. Marion County Procurement Services is pleased to present the recommendation to award to the firm referenced above as the most qualified respondent. This recommendation will be presented to the Board at an upcoming regular meeting. In accordance with Florida Statutes §119.07, all documents related to this solicitation are now available through Procurement Services upon request.

Please be advised the Prohibition of Lobbying Clause is still in effect - Until such time that the County Commissioners approve an award of this project, there is a prohibition on communication by Offerors (or anyone on their behalf) with any staff from the Marion County Board of County Commissioners elected officials, excluding the Marion County Purchasing Department. This does not apply to Pre-Proposal conferences, oral presentations before the selection committee, contract negotiations, or communications with County staff or elected officials, of matters not concerning this Solicitation. Any violation of this provision by any Offeror may render their submittal to be deemed non-responsive, and any award to Offer or voidable.

If a firm intends to dispute the intent, including scope, negotiation, distribution, or any other aspect of the recommendation, it has three (3) working days from the release of this notice to file a protest with Marion County Procurement Services. The written notice must be received by Procurement Services prior to the end of the three (3) days and be accompanied by a protest bond (1% of the project value or \$500, whichever is less).

Questions regarding this solicitation should be addressed to Procurement Services at 352-671-8444.

Becky Jayne
Procurement Manager

Empowering Marion for Success

marionfl.org

AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Odyssey Manufacturing Co.**, located at 1484 Massaro Blvd, Tampa, FL 33619, possessing FEIN# 65-0846345 (hereinafter referred to as "FIRM") under seal for the Sodium Hypochlorite, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Bid #25P-140 - Sodium Hypochlorite, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 2 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 – Term. This Agreement shall commence on October 1, 2025, and continue for a period of three (3) years, concluding on September 30, 2028. The COUNTY may, at its sole discretion, extend the Agreement for up to three (3) additional one-year terms, not to exceed a total contract term of six (6) years. TIME IS OF THE ESSENCE. All limitations of time set forth in the Contract Documents are of the essence. Work may be deemed abandoned if FIRM, without just cause and without providing proper written notification to COUNTY (including the reason for termination), terminates or fails to perform the Work for ninety (90) consecutive days. All Work, as defined herein, shall proceed in a timely manner without delays.

Section 4 – Scope of Services. FIRM shall complete the Work for Project 25P-140 – Scope of Services, more fully set forth on Exhibit A hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

Section 5 – Compensation. COUNTY shall make payment of Per Exhibit B - Fee Schedule, (the "Agreement Price"), to FIRM under COUNTY's established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments. FIRM agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition.

Section 6 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 7 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 8 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 9 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 10 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY 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 Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 11 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

Section 12 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages

which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 13 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 14 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 15 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 17 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 18 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 19 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

Section 20 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This

Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 21 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 22 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or

- b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
- 2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- 4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. Termination. Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
 - 1. Was entered into or renewed on or after July 1, 2018, and
 - 2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 25 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

Section 26 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 27 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A - Work for the project.**

Section 28 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Odyssey Manufacturing Co.
 1484 Massaro Blvd, Tampa, FL 33619
 CONTACT PERSON: Patrick Allman | Phone: 813-635-0339

COUNTY: Marion County Utilites
 c/o Marion County, a political subdivision of the State of Florida
 601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

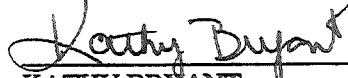
Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: pallman@odysseymanufacturing.com and jreeves@odysseymanufacturing.com. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:


09/03/25
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-
DIVISION OF THE STATE OF FLORIDA

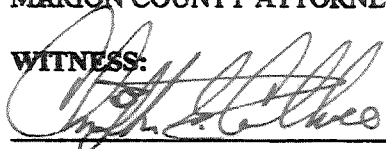

09/03/25
KATHY BRYANT DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BCC APPROVED: September 3, 2025
25P-140 | Sodium Hypochlorite

For:  8/19/25
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:


SIGNATURE
CHRISTOPHER S. CASTELLANO
PRINTED NAME

ODYSSEY MANUFACTURING CO.

 05 SEPT 2025
BY: DATE
PATRICK H. ALLMAN
PRINTED:
GENERAL MANAGER
ITS: (TITLE)

WITNESS:


SIGNATURE
MARK LOWENSTINE
PRINTED NAME

- 2.8 The Contractor shall be responsible for "blowing" or pumping liquid sodium hypochlorite into the storage tanks at the delivery sites and shall provide all necessary hoses, fittings, air-padding, pumps, etc. required to safely and efficiently "offload" the liquid sodium hypochlorite into designated storage tanks. The contractor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).
- 2.9 The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. Marion County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.
- 2.10 The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. Marion County may reject a load if the equipment is not properly cleaned. The contractor shall furnish Marion County with an approved, leak-free connection device between the trailer and its intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. In the event of a spill, the contractor will notify Marion County Utilities immediately. If the contractor does not immediately clean up any spill, Marion County Utilities will immediately take clean up actions. The contractor will be responsible for the cost of materials and labor for such cleanup efforts. If spill results in the requirement soil mitigation and/or removal, Marion County will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If Marion County's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.
- 2.11 Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license whenever challenged by Marion County during the delivery. In addition, Contractor shall supply Marion County a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Marion County shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Marion County shall result in rejection of delivery and subsequent possible termination of the Contractor's supply agreement.
- 2.12 Delivery Shipments shall be rejected, which fail to meet any of the requirements of the Specification. In the event a delivery shipment is rejected, upon notification to the Contractor that the shipment is rejected, Contractor shall be required to ship a replacement delivery to the affected location within four (4) hours from time of notification. Failure to provide replacement product that meets the Specification within the specified time period will constitute failure to comply with the delivery requirements set forth in this document.

3. PRODUCT MATERIAL REQUIREMENTS

- 3.1 Hypochlorite supplied under this contract shall be tested and certified as meeting the Specification, the AWWA Standard B300-10 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water

Treatment Chemicals Health Effects.

- 3.2 It is the responsibility of the Contractor to inform Marion County that its NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between Marion County and Contractor.
- 3.3 Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent (a.k.a., 12.0 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.
- 3.4 Product shall be a clear straw-colored liquid with no visible cloudiness, impurities, or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the liquid sodium hypochlorite.
- 3.5 Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 0.20 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.
- 3.6 Liquid sodium hypochlorite delivered under this contract shall meet the following containment concentration limits:
- | | |
|-------------|--------------|
| Iron | < 0.3 mg/L |
| Copper | < 0.03 mg/L |
| Nickel | < 0.03 mg/L |
| Chlorate | < 2,500 mg/L |
| Bromate | ≤ 20 mg/L |
| Perchlorate | < 20 mg/L |
- 3.7 The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the liquid sodium hypochlorite.

4. DELIVERY LOCATIONS

- 4.1 Delivery sites and locations are provided as estimates and will be subject to deletions or additions as necessary to meet the water production demands of Marion County. The contractor will receive written notice of any addition or deletion at least 72 hours prior to scheduled action.
- 4.2 Liquid Sodium Hypochlorite consumption at each location is an estimate only and Marion County shall not be bound by these amounts in its contract with Contractor. Marion County projects approximately 290,000 gallons of sodium hypochlorite delivered each year. There is no guarantee on said amount and the amount may decrease or increase from year to year.
- 4.3 Marion County owns some of its bulk storage tanks and others must be supplied by the Contractor. The Contractor shall install bulk storage tanks, and any required containment as specified in the below listed table of delivery locations.

4.4 Utilities (only) Delivery Locations:

Facility Name	Address	Cl2 tank	Annual usage
Ashley Farms WTP	4170 NW 44th Ave. Ocala, FL 34474	500 Supplier	4,563
Buckskin Lake Manor WTP	18820 NE 249th Ter. Ft. McCoy, FL 32134	55 Marion	Self-fill
Cedar Hills WTP	3506 SE 33rd Ct. Ocala, FL 34471	100 Supplier	823
Deer Path WTP	1331 SE 65th Cir. Ocala, FL 34472	165 Supplier	913
Dunnellon Airport WTP	14670 SW 110th St. Dunnellon, FL 34432	55 Marion	Self-fill
Golden Ocala 1 WTP	4150 NW 84th Ct. Ocala, FL 34482	55 Marion	Self-fill
Golden Ocala 2 WTP	2550 NW 70th Ave Rd Ocala 34482	300/350 Marion	2400
Golden Ocala WWTP	2550 NW 70th Ave. Rd. Ocala 34474	2,500 Marion	84,350
Fore Acres WTP	4712 NE 21st Court, Ocala, FL 34479	100 Supplier	873
Fort King Forest WTP	5155 SE 8th Street Ocala, FL 34471	100 Supplier	393
Golden Holiday MHP WWTP	3120 NW 16th Ln. Ocala, FL 34475	35 Marion	Self-fill
Greenfields/Indian Pines WTP	5405 SE 38th Street Ocala, FL 34480	150 Supplier	1,194
Hi-Cliff/Sleepy Hollow WTP	5500 SE 3rd Pl. Ocala, FL 34470	100 Supplier	731
Irish Acres WTP	8344 N US HWY 441 Ocala, FL 34475	325 Supplier	417
K.P. Hole WTP	9435 SW 190 Ave. Rd. Dunnellon, FL 34432	55 Marion	Self-fill
Kunal II, WTP	7998 NW 47th Ave. Ocala, FL 34474	165 Supplier	608
Libra Oaks WTP	3631 SW 46th Avenue Ocala, FL 34474	55 Marion	Self-fill
Majestic Oaks WTP	5399 SW 82nd St. Ocala, FL 34478	350 Supplier	3,129
Marion Oaks 4 WTP	3550 SW 168 St. Ocala, FL 34473	165/550 Supplier	11,863

Marion Oaks 5 WTP	14170 SW 34 Terr. Rd. Ocala, FL 34473	165 Supplier	995
Marion Oaks 6 WTP	5950 SW 150 Ln. Ocala, FL 34473	550 Marion	7,862
McAteer Acres WTP	5399 SE 15th Ct. Ocala, FL 34480	55 Marion	Self-fill
Newton WTP	10149 N.W. 17th Ave. Ocala, FL 34475	30 Marion	Self-fill
Oak Creek Caverns WTP	4000 SE 20th Ave. Ocala, FL 34471	55 Marion	Self-fill
Oak Run 1 WTP	8899 SW 108 St. Ocala, FL 34481	4000 Marion	16,790
Oak Run 2 WTP	7235 SW 115 St. Rd. Ocala, FL 34481	165 Supplier	1,659
Oak Run WWTF	11400 SW 90th Ter. Ocala, FL 34472	(1) - 3000 (1) - 150 Marion	84,350
Oak Trace WTP	8390 SW 104 Pl. Ocala, FL 34481	165 Supplier	1095
Palm Cay WTP	10721 SW 80 Ave. Ocala, FL 34481	60 Marion	Self-fill
Pilot Oil WTP	4120 W HWY 326 Ocala, FL 34474	55 Marion	Self-fill
Pine Ridge Estates WTP	4851 NE 10th Street Ocala, FL 34470	100 Supplier	591
Pine Run # 2 WTP	9278 SW 102 Pl. Ocala, FL 34481	55 Marion	Self-fill
Pine Run # 3 WTP	9756 SW 102 Pl. Ocala, FL 34481	55 Marion	Self-fill
Ponderosa WTP	12335 SE 126th Court, Ocklawaha, FL 32179	55 Marion	Self-fill
Quail Meadow WTP	2951 NW 47th Ave. Ocala, FL 34474	55 Marion	Self-fill
Rainbow Lakes Estates WTP	21717 SW Honeysuckle St. Dunnellon, FL 34431	165 Supplier	915
Residential Water Systems WTP	5870 SE 42nd Ave. Ocala, FL 34478	165 Supplier	913
Salt Springs WTP	13841 N. HWY 19 Salt Springs, FL 32134	165 Supplier	664
Salt Springs Well #2	13841 N. HWY 19 Salt Springs, FL 32134	30 Marion	Self-fill

Salt Springs WWTF	25320 E. Hwy. 316 Salt Springs, FL 32134	350 Supplier	3,000
SC North WTP	10994 SW 65th Ave. Rd. Ocala, FL 34476	250 Supplier	3,587
SC South WTP #1	17583 SE 102 Ave. Summerfield, FL 34491	165 Supplier	1,685
SC South WTP #2	17538 SE 101 Ave. Summerfield, FL 34491	165 Supplier	1,825
Sheri Oaks WTP	1891 NE 126th Place Sparr, FL 32617	30	Self-fill
Silver Springs Regional WTP	5815 East SS Blvd. Silver Springs, FL 34472	100 Supplier	438
Silver Springs Shores WTP B	493 Oak Road Ocala, FL 34472	500/650 Supplier	As needed
Silver Springs Shores WTP G	41 Hemlock Circle Ocala, FL 34472	1000 Marion	15,330
Silver Springs Shores WWTF	450 Emerald Road Ocala, FL 34472	5,000 Marion	140,000
Silver Springs Woods WTP	17815 SE 20th St. Silver Springs, FL	165 Supplier	500
South Lake Weir WTP	13761 SE 170 St. Weirsdale, FL 32195	55 Marion	Self-fill
South Oak WTP	4923 SE 30th Ct. Ocala, FL 34474	55 Marion	500
Spruce Creek Golf & Country Club -WTP # 1	13613 Del Webb Blvd. Summerfield, FL 34491	300 Supplier	1,521
Spruce Creek Golf & Country Club - WTP# 2	12255 Del Webb Blvd. Summerfield, FL 34491	500 Supplier	10,429
Spruce Creek Preserve WTP	11300 SW 136 Pl. Dunnellon, FL 34432	325/350 Marion	3,650
Stonecrest WTP	17155 SE 115th Court Summerfield, FL 34491	500 DW Supplier	9,125
Stonecrest WWTF	SE 115th Ter. Rd. Summerfield, FL 34491	3,000 Marion	11,736
Stone Oaks WTP	1046 NW 43rd Ln. Ocala, FL 34475	55 Marion	Self-fill
Summerglen WTP	15605 SW 13 Cir. Ocala, FL 34472	300 Supplier	3,042

Sun Country/ Paddock Downs WTP	6738 SW 85th St. Ocala, FL 34478	55	Self-fill
		Marion	
Timber Walk WTP	8599 SW 133 Ln. Rd. Ocala, FL 34473	165	983
		Supplier	
Turning Pointe Estates WTP	13001 SW 3rd Court Ocala, FL 34473	55	Self-fill
		Marion	
Track & Card	17970 S. US HWY 301 Summerfield, FL 34491	(2) - 55	Self-fill
		Marion	
Waldbusser's MHP WTP	9000 SE 183rd Ave. Ocklawaha, FL 32179	35	Self-fill
		Marion	
Windgate Estates WTP	4161 NE 5th Terrace, Ocala, FL 34479	100	304
		Supplier	

5. QUALITY ASSURANCE, SAFETY AND TRAINING

5.1 Sampling and Testing

- 5.1.1 All Sampling and Testing shall be in accordance with EPA and AWWA B300-10 standards and in accordance with the documents titled: "The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration", distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>.
- 5.1.2 The approved laboratories are listed below for all sampling and testing whether during the bidding period or after the award. No other Laboratory shall be used unless expressly authorized as an Addendum to the bid issued by Marion County amending the Specification or an amendment to the contract between Marion County and Contractor.

NovaChem Laboratories

(513) 523-3605

5172 College Corner Pike, PO Box 608, Oxford, Ohio 45056

Thornton Laboratories

(813) 223-9702

1145 East Cass Street, Tampa, Florida 33602

Aqua Pure

(352) 355-2383

3855 East Silver Springs Boulevard, Suite 107, Ocala, Florida 34479

- 5.1.3 Sampling and Testing Prior to Unloading: The Contractor's delivery trailer shall have a sample port to provide a sample for analysis. At the sole discretion of Marion County, the Contractor's delivery personnel (driver) may be asked to provide a sample of liquid sodium hypochlorite before the shipment is unloaded. Marion County will supply the sample container, and the driver shall collect the sample from the tank truck and turn it over to Marion County. The sample shall be considered representative of the lot. Marion County reserves the right to subject samples of the liquid sodium hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by Marion County that fails to comply with the Specification shall constitute grounds

for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Contractor or its subcontractors shall allow 60 minutes for this testing to be completed. If testing cannot be completed within the 60-minute period, Marion County shall allow the Contractor to unload the shipment. In the event that the load is rejected, the Contractor shall have four (4) hours to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, Marion County has the right to procure a shipment from another source, and this will failure to deliver shall constitute a second rejection. If a delivery tested and fails to meet the chlorine content requirements, the delivery will be rejected, and the contractor will be responsible for providing replacement product within 4 hours. In the event if any product load fails laboratory testing and must be rejected after delivery, the contractor will be responsible for removing the failed product and providing replacement product within 6 hours. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, Marion County has the right to procure another shipment from another source. Failure to deliver replacement products will constitute a second product rejection. Three rejections of a lot or shipment during any period of this contract shall constitute automatic termination of the Contractor's supply contract with Marion County.

5.1.4 Sampling and Test of Shipment After Unloading. Marion County reserves the right to subject samples of the liquid sodium hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-10 specifications, and the Specification.

5.1.5 Certified Analysis. Contractor shall supply an affidavit, signed by a corporate designated official, certifying that the liquid sodium hypochlorite furnished by the Contractor, complies with all applicable requirements of this Specification and AWWA Standard B300-04, latest revision.

6.2 Sodium Hypochlorite Tank Cleanings

6.2.1 At any time during the performance of this Agreement, if Marion County has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tanks, the Contractor shall cleanout the tank at no charge to Marion County within seven (7) days, unless such timeframe is extended by Marion County. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. The Contractor shall submit a procedure to Marion County for approval prior to this work being completed. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the sole discretion of Marion County. When the tank has been properly cleaned, the Contractor shall refill the tank with clean, fresh sodium hypochlorite at no cost to Marion County.

7. OCCUPATIONAL HEALTH AND SAFETY

7.1 Contractor Safety Requirements

7.1.1 Contractor must ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for Contractor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Contractor delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

7.1.2 Contractor delivery personnel must remain within safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other

problems. It is the responsibility of Contractor delivery personnel to contain leaks and to report any and all spills.

7.2 Material Safety Data Sheets. In compliance with Chapter 442 Florida Statutes, any chemical delivered from a Contractor must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

- The Chemical Name and the common name of the toxic substance
- The hazards and other risks in the use of the toxic substance, including:
 - The potential for fire, explosion, corrosiveness and reactivity.
 - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - The primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.
- The emergency procedure for spills, fire, disposal and first aid.
- A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- Any questions regarding this requirement shall be directed to:
Department of Labor and Employment Security
Bureau of Industrial Safety and Health
Toxic Waste Information Center
2551 Executive Center, Circle West
Tallahassee, Florida 32301-5014
Phone: 800/367-4378

8. Emergency Plan of Action and Safety Training

8.1 Within 30 days of the award and acceptance of the contract for the supply of liquid sodium hypochlorite, the Contractor shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for Marion County to follow in case an emergency supply of liquid sodium hypochlorite is needed. The Contractor shall supply in writing, an emergency spill response plan with appropriate emergency response personnel names (to include at least two degreed engineers who live within one hundred fifty miles of Marion County) and telephone contact numbers (24-hour contact numbers) within 30 days of award and acceptance of the contract to supply liquid sodium hypochlorite. In addition, the proper spill response notification procedure, along with any forms required by all local, state or federal regulatory agencies, shall be supplied by the Contractor. This section in no way relieves the Contractor of his responsibility to notify the proper regulatory agencies in the event of a spill incident. In the event of a spill or leak, the Contractor shall supply the necessary personnel (including one degreed engineer) to immediately respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur, caused by Contractor's personnel, equipment or method of delivery, Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, Chapter 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State rules and regulations regarding Contractor caused spills or releases shall be the sole responsibility of Contractor. The Contractor shall indemnify and hold Marion County harmless for any failure to properly report and

/or comply with this provision. In addition, Contractor shall bear all expenses of spills, unless caused by the sole negligence of Marion County.

8.1.1 Safe Handling Training. The Contractor shall provide an appropriate safe handling training course for liquid sodium hypochlorite within the first month of the contract, to all current Marion County operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period. The Contractor shall provide this assistance at no charge to Marion County.

8.1.2 Technical Assistance. The Contractor shall provide engineering and technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludge's produced by the application of liquid sodium hypochlorite in the water and wastewater treatment process. This expertise shall extend to the application of all other chemicals used by Marion County in its water treatment and wastewater treatment plants. The Contractor shall provide this assistance at no charge to Marion County.

9. *Calcium Hypochlorite 68% Minimum Available Chlorine 60%*

HIGH TEST CALCIUM HYPOCHLORITE (HTH) GRANULAR SPECIFICATIONS

1. Granular Chlorine Calcium Hypochlorite (HTH) 68% minimum available chlorine 65%.
2. Granular Chlorine Calcium Hypochlorite (HTH) cost per 100-pound pail.
3. Delivery shall be FOB, Ocala FL at the five (5) below Marion County Wastewater Facilities:
 - Golden Ocala/NW Regional Wastewater Treatment Facility
2550 NW 70th Avenue
Ocala, Florida 34482
 - Oak Run Wastewater Treatment Facility
11400 SW 90th Terrace
Ocala, Florida 34481
 - Salt Springs Wastewater Treatment Facility
SR 19 & SR 316
Salt Springs, Florida 32134
 - Silver Springs Shores Wastewater Treatment Facility
450 Emerald Road
Ocala, Florida 34472
 - Stonecrest Wastewater Treatment Facility
17200 SE 115th Avenue
Summerfield, Florida 34491

Terms of this contract: Three (3) years, with an option to renew for three (3) additional one (1) year terms pending mutual agreement. The term shall not be for longer than six (6) years. Renewals shall be automatic and annual unless a price increase is requested; price increases shall ONLY be considered upon renewal dates, must be supported by an industry documented increase, shall not exceed three percent (3%), and must be Board approved.

Negotiations: Projects may be held with the most qualified firm for compensation which the County determines is fair, competitive, and reasonable. The County shall require the firm receiving the award to execute a truth-in-

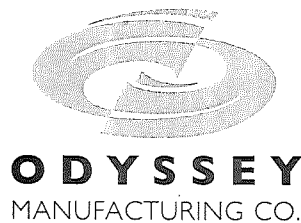
negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

Should the the County be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the County determines to be fair, competitive, and reasonable, negotiations with that firm will be formally terminated. The County reserves the right to either continue negotiations with the second ranked firm and so forth accordingly, or to terminate the negotiation process.

25P-140 SODIUM HYPOCHLORITE
EXHIBIT B - SCHEDULE OF VALUES

PRICING			
ITEM	UNIT	ESTIMATED QUNTIY UNIT PRICE TOTAL COST	UNIT PRICE
Sodium Hypochlorite	Gallon	290000	\$1.84
HTH	50# BUCKET	100	\$450.00

DELIVERY TIME	
TYPE OF DELIVERY	NUMBER OF DAYS
Normal Delivery - Utility Locations	2
Emergency Delivery - Utility Locations	1



October 1, 2024

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS, BONDS, LITIGATION DOCUMENTS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; to sign any permit documents on behalf of Odyssey Manufacturing Co.; and to sign any documents related to litigation by or for Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on October 1, 2024, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 1st day of April, 2024.


Stephen Sidelko, Secretary

CORPORATE SEAL


Marvin T. Rakes, President





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
91 Lake Morton Drive
Lakeland FL 33801

CONTACT
NAME: Michele Crifasi
PHONE
(A/C, No, Ext): 863-688-5495 FAX
(A/C, No): 863-688-4344
E-MAIL
ADDRESS: MCrifasi@higginbotham.net

License#: 2081754
ODYSMAN-02

INSURED
Odyssey Manufacturing Co.
1484 Massaro Blvd
Tampa FL 33619

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Illinois Union Insurance Company	27960
INSURER B:	Zenith Insurance Company	13269
INSURER C:	ACE American Insurance Company	22667
INSURER D:	Hamilton Insurance Designated Activity Company	0
INSURER E:	Axis Surplus Insurance Company	26620
INSURER F:	Tokio Marine America Insurance Company	10945

COVERAGES

CERTIFICATE NUMBER: 75883546

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒	COMMERCIAL GENERAL LIABILITY			G24092975016	10/1/2024	10/1/2025	EACH OCCURRENCE	\$ 1,000,000
	☐	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	☒	Contractual						MED EXP (Any one person)	\$ 10,000
	☒	xcu						PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☐	POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
C	☒	AUTOMOBILE LIABILITY			H08450377016	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒	ANY AUTO						BODILY INJURY (Per person)	\$
	☒	OWNED AUTOS ONLY	☐	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	☒	HIRED AUTOS ONLY	☒	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$
	☒	Hired PD						PIP-Basic	\$ 10,000
A	☒	UMBRELLA LIAB	☒	OCCUR	G24092987016	10/1/2024	10/1/2025	EACH OCCURRENCE	\$ 5,000,000
	☒	EXCESS LIAB	☐	CLAIMS-MADE	ENVXSHI279494-02	10/1/2024	10/1/2025	AGGREGATE	\$ 5,000,000
		DED		RETENTION \$	P-001-001431932-01	10/1/2024	10/1/2025		\$
B	☒	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Z066828621	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	☒	Pollution Liability (\$5k Ded)			G24092999016	10/1/2024	10/1/2025	Each Poll Condition A	\$1,000,000
F	☒	Professional Liability (\$25k Ded)			IM500179901	8/1/2025	8/1/2026	Ea Prof Occurrence Ag	\$1,000,000
		Rented & Leased Equip						R/L Any one item/Ded	300,000/1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Total Umbrella/Excess Liability Limit \$5,000,000 and all follows form: (Umbrella/Excess covers the General Liab, Auto Liab, Workers Compensation and Pollution/Professional policies) [Carrier A: Illinois Union Insurance Company, Policy #G24092987016, Eff 10/1/2024 to 10/1/2025 - Limit \$2,000,000. Carrier D: Hamilton Insurance DAC - Policy# ENVXSHI279494-02, Eff 10-1-2024 to 10-1-25, Excess excluding Auto \$3,000,000, Carrier E: Axis Surplus Insurance Co., Policy# P-001-001431932-01, Eff 10-1-2024 to 10-1-2025, Excess over Auto only \$3,000,000.]
Stephen Sidelko - Secretary - Excluded under Workers Compensation

CERTIFICATE HOLDER

Marion County BOCC
2631 SE Third Street
Ocala FL 34471
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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25P-140 - SODIUM HYPOCHLORITE

Marion County, FL [Back to list](#)



Project Details

Project: SODIUM HYPOCHLORITE

July 2025

[prev](#) [next](#)

Ref. #: 25P-140

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	1	2	3	4	5

Department: Utilities Management

6	7	8	9	10	11	12
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Type: RFP

4:30p OPEN

Status: OPEN

13	14	15	16	17	18	19
OPEN						

Open Date: Jul 10th 2025, 4:30 PM EDT

20	21	22	23	24	25	26
OPEN						

Questions Due Date: Never [Ask a question](#)

27	28	29	30	31	1	2
OPEN						

Close Date: Aug 5th 2025, 3:00 PM EDT

Days Left: 26

Project Description:

THE INTENT AND PURPOSE OF THIS SPECIFICATION DOCUMENT (THE "SPECIFICATION") IS FOR THE CONTRACTOR TO FURNISH AND DELIVER LIQUID SODIUM HYPOCHLORITE (12.5 TRADE PERCENT AVAILABLE CHLORINE) FOB DESTINATION IN ACCORDANCE WITH THE AMERICAN WATER WORKS ASSOCIATION'S (AWWA'S) STANDARD B300-10 FOR HYPOCHLORITE, EXCEPT AS MODIFIED OR SUPPLEMENTED HEREIN, FOR THE MARION COUNTY UTILITIES DEPARTMENT. ALMOST ALL OF THE SITES IDENTIFIED IN THIS RFP (AS DEFINED IN PARAGRAPH 4) ARE FOR A "NON-TANKER" OR FLATBED TRUCK DELIVERY AND REQUIRES UP TO 100' OF HOSE ON THE PROPOSER'S TRUCK. THE PROPOSER MUST BID ON ALL OF THE DELIVERY SITES. ADDITIONALLY, THE SUCCESSFUL PROPOSER SHALL SUPPLY BULK STORAGE TANKS AND CONTAINMENT FOR THOSE SITES INDICATED IN PARAGRAPH 4 AT NO ADDITIONAL CHARGE AS PART OF THEIR SODIUM HYPOCHLORITE SUPPLY. AT MARION COUNTY'S REQUEST, THE SUCCESSFUL PROPOSER SHALL ALSO PROVIDE ANY NEEDED CHLORINE CHEMICAL EQUIPMENT. MARION COUNTY RESERVES THE RIGHT TO PURCHASE SAID EQUIPMENT FROM OTHER SOURCES.

[Navigation](#)

**Important Events:**[Search](#)

Status	Event Name	Location	Description		
ONGOING	Questions Due Date	Online Portal	The Q and A Period for this Opportunity is Ongoing	Never	N/A
ONGOING	Open Date	Online Portal	Posting date for the Opportunity	Jul 10th 2025, 4:30 PM EDT	N/A
UPCOMING	Close Date	Online Portal	Deadline for Submissions	Aug 5th 2025, 3:00 PM EDT	N/A

Commodity Codes:

- NIGP 19036 Chemicals, Bulk (Not Otherwise Classified)
- NIGP 50525 Bleach, Chlorine and Peroxide
- NIGP 88538 Chlorine, Liquefied
- NIGP 88554 Water Treating Chemicals (Not Otherwise Classified)

Supporting Documentation:[Download All Files](#) [Search](#)

File	Type	Description	
DISCLOSURE OF SUBCONTRACTORS AND SUPPLIER.pdf	Documentation	Feb 12th 2025, 11:44 AM EST	Download
EVALUATION PROCESS AND SCORING CRITERIA.pdf	Documentation	EVALUATION PROCESS AND SCORING CRITERIA Jun 27th 2025, 12:46 PM EDT	Download
RFx - GENERAL TERMS AND CONDITIONS.pdf	Documentation	Apr 1st 2025, 1:50 PM EDT	Download
SCOPE OF WORK.pdf	Documentation	SCOPE OF WORK 25P-140 SODIUM HYPOCHLORITE Jun 27th 2025, 12:59 PM EDT	Download
SIMILAR WORK DETAIL FORM.pdf	Documentation	Jun 30th 2025, 1:01 PM EDT	Download

Requested Information:

Listed below are the documents and information needed to complete your submission:

Name	Type	# Files	Requirement	Instructions
Skip Top Navigation				



INTRODUCTION

TAB B: COMPANY / FIRM QUALIFICATIONS AND CAPABILITIES	File Type: PDF (.pdf)	Multiple	REQUIRED		
TAB C: SAFETY RECORD	File Type: PDF (.pdf)	Multiple	REQUIRED		
TAB D: RESPONSE TIME	File Type: PDF (.pdf)	Multiple	REQUIRED		
ACCEPTS COUNTY PURCHASING CARD, WITHOUT IMPOSING FEES	Data Type: Yes/No	N/A	REQUIRED		
PRODUCT SPECIFICATION SHEETS	File Type: PDF (.pdf)	Multiple	REQUIRED		
25P-140 SODIUM HYPOCHLORITE (BT-03DX)	BidTable: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this BidTable.	Download
25P-140 DELIVERY TIME / NUMBER OF DAY (BT-15UW)	BidTable: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this BidTable.	Download
Untitled Questionnaire (Q-14FH)	Questionnaire: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this Questionnaire.	Download

Document Takers

Search

Vendors	# Files	Actions
Brenntag Mid South Inc	8	View
Marion County Board of County Commissioners	4	View
Marion County Procurement Services	3	View
Odyssey Manufacturing Co.	5	View

Interested Contractors

2 Contractors Subcontractors

[Skip Top Navigation](#)



Vendors

Contact

Email

Phone

Subcontract Services

No data available in table

Messages

Public Notices (0)

(0)

Public Q&A (0)

(0)

There is currently nothing to display here.

Submissions and Prime/Subcontractor Interest

Prepare Prime/Subcontractor Form

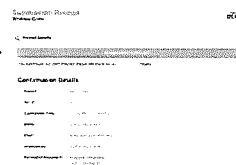
Prepare Your Submission

Prepare as:

Odyssey Manufacturing Co.

Prepare Your Submission

New to Euna Procurement? Here's a quick overview of the submission process. Learn more at the [Euna Procurement Help Center](#)



[Technical Support](#)

[Portal Security](#)

[Terms of Service](#)

[Privacy Policy](#)

[Sitemap](#)

DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

Please list all subcontractors and suppliers to be used in connection with your performance of the Contract. The County reserves the right to accept or reject any subcontractor based on past performance, location, or any other grounds that may conflict with the best interests of Marion County Board of County Commissioners.

Sub Name:	
Point of Contact:	
Physical Office Address:	
City / State / Zip Code:	
Email:	Phone Number:
County where business is registered:	
Firm's % of Workload/Responsibility under this project: %	
The Prime intends to use the proposed firm for the following task(s):	

Sub Name:	
Point of Contact:	
Physical Office Address:	
City / State / Zip Code:	
Email:	Phone Number:
County where business is registered:	
Firm's % of Workload/Responsibility under this project: %	
The Prime intends to use the proposed firm for the following task(s):	

Sub Name:	
Point of Contact:	
Physical Office Address:	
City / State / Zip Code:	
Email:	Phone Number:
County where business is registered:	
Firm's % of Workload/Responsibility under this project: %	
The Prime intends to use the proposed firm for the following task(s):	

**Please complete another form if you have more than 3 subcontractors for the proposed contract.*

GENERAL INFORMATION

1.1 Evaluation/Selection Process

Marion County will review and evaluate all Proposals submitted in response to this Solicitation Document. The evaluation process is designed to award the Contract to the Proposer with the best combination of attributes as demonstrated in the Proposal scores. Scores are based on the evaluation of the information contained in Proposer's Proposal which include, but is not limited to, Proposer's responses to the questions set forth in the Requirements section of this Solicitation Document and any corresponding attachments including a brief description of methodology, qualifications, experience, and the menu and customer cost.

1.2 Evaluation Procedures

The evaluators will consider how well the Proposer's Proposal meets the needs of the County as described in the Proposer's response to each question in this Solicitation Document. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the response. Please follow all instructions carefully. The Proposal should be submitted according to the instructions/outline specified in this Solicitation Document. A Proposal that fails to follow these instructions may be considered non-responsive and may be eliminated from further consideration.

Based on information acquired through the Proposer's responses and the responses of references (if applicable), the County will award a preliminary score to each Proposal.

Based on the preliminary scores, the County may request that the top scoring Proposers conduct an oral presentation and/or submit a Best and Final Offer that may include revisions to Technical Approach, Integration, and/or menu and customer cost. Be advised that the evaluators may revise the preliminary scores based on the oral presentations (if applicable), reference inquiries, other information obtained through the County's investigations of past performance and/or submissions of Best and Final Offers (if applicable).

1.3 Scoring/Weighting of Questions

The scoring/weighting of Proposals will be accomplished utilizing the evaluation criteria identified in the "SCORING CRITERIA" template; this is a separate document to be downloaded from Bonfire.

1.4 Communication

Communicating of all solicitation documents, addenda, and applicable information pertaining to the project will be performed through the Marion County Procurement Services Bonfire website (<https://marionfl.bonfirehub.com>)

* To contact Procurement Services or ask questions in relation to this solicitation, respondents must register with Bonfire at <https://marionfl.bonfirehub.com> and initiate the communication electronically through "Vendor Discussions" or by using the "Ask a Question" feature. Marion County will not accept any respondents' communications by any other means, except as specifically stated in this solicitation.

1.5 Submission Instructions

Submittals must be uploaded online through Bonfire at <https://marionfl.bonfirehub.com>. Submittals by other

methods will not be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

Participants should contact Bonfire at Support@GoBonfire.com for technical questions related to Submittals or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.

Submittal documents should be prepared in the file formats listed under "Requested Information" for the solicitation in the Bonfire portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.

1.6 Prohibition of Lobbying

To ensure fair consideration for all vendors, the County prohibits communication to or with any department or employee during the submission process, except as provided in this section. Additionally, the County prohibits communication initiated by a vendor to any county official or employee evaluating or considering the proposals (up to and including the County Administrator or Board of County Commissioners) before the time an award decision has been made. Any communication between vendor and the County will be initiated by the Procurement Services staff to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a vendor may be grounds for disqualifying the offending vendor from consideration for award of the proposal and/or any future proposal.

1.7 Amendments

Submittals may be amended, but only before the solicitation deadline. Participants wishing to amend their solicitations may amend before the solicitation deadline directly in Bonfire.

1.8 Basis for Award (County's Best Interest)

Award will be made to the lowest, responsive and responsible Proposer's meeting Specifications. If this Solicitation Document contains more than one line item, the County reserves the right to award by line item, by group/section, or by overall total net price, whichever is determined to be in the County's best interest. Marion County may reject an award based on past performance of vendor. The Procurement Services Director, as appropriate, shall consider, but shall not be limited to, in addition to price, the items as listed below:

- The ability, capacity and skill of the Proposer to perform under the terms of the solicitation documents.
- Whether the Proposer can perform the contract or provide the materials or service promptly, or within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- The quality of performance of previous contracts and the providing of materials and/or services.
- The previous and existing compliance by the Proposer with laws and ordinances relating to the contract, or the providing of materials or services.
- The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the materials or services.
- The quality, availability and adaptability of the supplies, equipment, or contractual services to the particular use required.
- The ability of the Proposer to provide future maintenance and service for the use of the subject of the contract.
- The number and scope of conditions attached to the proposal.

1.9 Insurance(s) Required

During the life of the Agreement, the Contractor shall provide, pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A- or better, authorized to transact business in the State of Florida, and which are satisfactory to the County. Self-insured companies that cannot be rated, will also be considered.

The insurance coverages and limits required of the Contractor under the Contract Documents are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for the Contractor. Contractor shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any questions concerning its exposure to loss under the Contract Documents or the insurance coverages needed therefore, it should seek professional assistance.

Should the Contractor fail to maintain the insurance coverages required by the Contract Documents, the County may, at its option, either terminate this Agreement for default or procure and pay for such coverage, charge the Contractor for and deduct the costs of the same from payments due to the Contractor.

The amount of such insurance shall not be less than:

Workers' Compensation and Employer's Liability - Florida Statutory Requirements

\$100,000.00 Limit Each Accident

\$100,000.00 Limit Disease Each Employee

\$500,000.00 Limit Disease Aggregate

The Contractor, and its insurance carrier, waives all subrogation rights against Marion County, a Political Subdivision of the State of Florida, its officials, employees and volunteers for losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

Commercial General Liability Insurance.

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

\$1,000,000 each occurrence for Bodily Injury, Property Damage, and Personal and Advertising Injury

\$2,000,000 each occurrence for Products and Completed Operations

Business Automobile Liability

Coverage shall be maintained by the Contractor as to the ownership, maintenance, and use all of its owned, non-owned, leased or hired vehicles ("any auto") for Bodily Injury and Property Damage with limits of not less than:

\$500,000.00 Combined Single Limit Each Accident

In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial

General Liability policy or separate Business Auto Liability policy.

*If awarded a contract, contractor will be required to attain and provide a Certificate of Insurance that meets all requirements listed above, references the project number and shows Marion County named as additional insured.

1.10 Discussion and Negotiations

The County, in its sole discretion, may do any or all of the following:

- Evaluate Proposals and award a contract without discussions with any or all of the Proposers.
- Discuss and negotiate anything and everything with any Proposer or Proposers at any time.
- Request additional information from any or all Proposers.
- Request one or more best and final offers from any or all Proposers.
- Accept any Proposal in whole or in part.
- Require a Proposer to make modifications to their initial Proposals.
- Make a partial award to any or all Proposers.
- Make a multiple award to any or all of Proposers.
- Terminate this RFQ and reissue an amended RFQ.

1.11 Negotiations for Projects

Will be held with the most qualified firm for compensation which the County determines is fair, competitive, and reasonable. Should the County be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the County determines to be fair, competitive, and reasonable, negotiations with that firm will be formally terminated. The County will then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the County will terminate negotiations. The County will then undertake negotiations with the third most qualified firm. Should the County be unable to negotiate a satisfactory contract with one of the top three firms, the County shall select additional firms in the order of their competence and qualification and continue negotiations until an agreement is reached.

1.12 Billing Compliance

Firm should be able to provide a variety of options for invoice and statement formats to accommodate the specific needs of the County. Depending on the number of departments utilizing the contract, needs of the County can vary throughout the length of the contract. This may include the ability to separate County departments' or department divisions' billing to meet the needs of the County.

1.13 Warranty

Contractor warrants to County that all labor furnished to progress the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All Work not conforming to these requirements may be considered defective. When not specifically identified in the solicitation documents, the warranty shall commence upon release of final retainage.

1.14 Public Records Compliance Services / Construction if no agreement

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

1. Keep and maintain public records required by the County to perform the service.
 - The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>)
 - Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the County. CONTRACTOR'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If a CONTRACTOR does not comply with the County's request for records, the County shall enforce the provisions in accordance with the contract.
3. Ensure that project 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 CONTRACTOR does not transfer the records to County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the service. If the CONTRACTOR transfers all public records to the County upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon the completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT MARION COUNTY PROCUREMENT AT (352) 671-8444, BY MAIL AT 2631 SE 3rd ST, OCALA, FL 34471 OR BY EMAIL AT PROCUREMENT@MARIONFL.ORG.

A CONTRACTOR who fails to provide the public records to the County within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

1.15 Prohibition against considering social, political, or ideological interests in government contracting

F.S. 387.05701 - Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Proposers social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the County's governing body may not give preference to a Proposer based on the Proposers social, political, or ideological interests.

GENERAL TERMS AND CONDITIONS

2.1 Public Entity Crime

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit a submit on a contract to provide goods or services to a public entity, for the construction or repair of a public building or public work, may not submit submittals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2.2 Indemnification

Contractor shall indemnify and hold harmless County, its officers and employees, from liabilities, damages, and losses, including, but not limited to, property damage, harm or personal injury to third persons, such as death, and costs, including but not limited to reasonable attorneys' fees, which County, its officers or employees may sustain, or which may be asserted against County or its officers, or employees, arising out of the activities contemplated by the Agreement, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the Agreement. This Section shall not be construed in any way to alter County's waiver of sovereign immunity, or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

2.3 Anti-Trust Laws

By submission of a signed Proposal, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, to protect the public from restraint of trade, which illegally increases prices.

2.4 Document Re-Creation

Vendor may choose to re-create any document(s) required for this solicitation but must do so at his own risk. All required information in the original County format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document or is altered from its originally distributed format/content.

2.5 Funding

Obligation of the County for payment to a Contractor is limited to availability of funds appropriated in a current fiscal period, and continuation of contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

2.6 Interpretation, Clarifications and Addenda

No oral interpretations will be made to any vendor as to the meaning of the Contract Documents. Any inquiry or request for interpretation received by the Marion County Procurement Services Department

before the date listed herein will be given consideration. All such changes or interpretations will be made in the form of an addendum and will be released to Bonfire prior to the established opening date. It is the responsibility of each Proposer to verify that he has received all addenda issued before submittals are opened. In case any Proposer fails to acknowledge receipt of such addenda or addendum, his submittal will nevertheless be construed as though it had been received and acknowledged and the submission of his submittal will constitute acknowledgment of the receipt of same. All addenda are a part of the solicitation documents, and each Proposer will be bound by such addenda, whether or not received by him. It is the responsibility of each Proposer to verify that he has received all addenda issued before submittals are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this Contract are to be considered as approximate only and are to be used solely for the comparison of submittals received. The County and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other bid/proposal Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices.

2.7 Governing Laws and Regulations

The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

2.8 Proprietary/Confidential Information

Vendors are hereby notified that all information submitted as part of, or in support of submittals, will be available for public inspection thirty days after opening of the submittals or until a short list is recommended, whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the submittals must make an appointment by calling the Marion County Procurement Services Department at (352) 671-8444. All Proposals submitted in response to this solicitation become the property of the County. Unless information submitted is proprietary, copy written, trademarked, or patented, the County reserves the right to utilize any or all information, ideas, conceptions, or portions of any submittals, in its best interest.

2.9 Taxes

Marion County Board of County Commissioners, Florida, is exempt from sales and excise taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

2.10 Non-Collusion Declaration

By submitting the solicitation all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which their proposal has been submitted; or to refrain from submitting in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the submittal or of any other Proposer, or to fix any overhead, profit, or cost elements of the price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Proposer, or any person interested in the proposed work.

2.11 Proposer Responsibility

Invitation by the County of Marion to vendors is based on the recipient's specific request and registration to Bonfire or as the result of response by the public to the legal advertisements required by State and County law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

2.12 Ownership Of Submittals

All correspondence relating to or in reference to this solicitation, and all other documentation submitted by the vendors will become the property of the Marion County Board of County Commissioners. Reference to literature submitted with a previous submittal will not relieve the Proposer from including required documents with this RFQ/RFP.

2.13 Examination Of Proposal Documents

Each Proposer shall carefully examine the solicitation documents to ensure all pages have been downloaded, all drawings and/or specifications and other applicable documents are included and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

2.14 Vendor Responsibility

Vendors are fully and completely responsible for uploading the submittals properly. The Procurement Services Department will not be responsible for any misdirected submissions.

2.15 Long Term Contract and Economic Change

During the life of the contract, if circumstances (e.g.: fuel costs) arise beyond the Contractor's control creating a need for a price adjustment, the Contractor may submit a request for such adjustment. Requests may only be submitted once per calendar year and will be considered a temporary adjustment. Temporary shall mean price adjustments are monitored in association with market fluctuations. All price adjustments are subject to Board approval. If approved, price adjustments would only be in effect until reasonable market stability has occurred. At that time, all pricing would revert to original contract pricing.

2.16 Rejection of Submittals

Marion County Board of County Commissioners, a political subdivision of the State of Florida, reserves the right to reject any and/or all submittals, reserves the right to waive any informalities or irregularities in the examination process, and reserves the right to award contracts and/or in the best interest of the County. Submittals not meeting stated minimum terms and qualifications may be rejected by the County as non-responsive. The County reserves the right to reject any or all submittals without cause. The County reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Board of County Commissioners of Marion County, or who has failed to perform faithfully any previous contract with the County or with other governmental agencies.

2.17 Public Records Law

Correspondence, materials and documents received pursuant to this ITB become public records subject to the provisions of Chapter 119, Florida Statutes.

2.18 Detail Of Submittals/Public Records Exemption:

§119.07, F.S., the Public Records Law. Florida law provides that municipal records shall always be open for personal inspection by any person. Information and materials received by the County in connection with any solicitation response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or thirty (30) days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in §119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The County's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the County and the County's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the County's treatment of records as public records. §286.0113, F.S. Provides that meetings of persons appointed to evaluate proposals and negotiate contracts shall be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. Neither Proposers, nor the public will be permitted to sit in on meetings wherein their competitors are making presentations or discussing their proposal with the committee members. The portions of these meetings are subject to disclosure at the time of an intended award decision or within thirty (30) days of the proposal opening, whichever is earlier.

2.19 Verification Of Time

Atomic time is hereby established as the Official Time for Marion County Solicitations. All times stated in solicitation generated by the Marion County Procurement Services Department will refer to atomic time.

2.20 Additional Requirements

The firms shall furnish such additional information as Marion County may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The County reserves the right to make investigations of the qualifications of the firm as it deems appropriate.

2.21 Preparation Costs

Marion County shall not be obligated or be liable for any costs incurred by Proposers prior to issuance of a contract. All costs to prepare and submit a response to this solicitation shall be the responsibility of the Proposer.

2.22 Timeliness

All work will commence upon authorization from the County's representative (Marion County Procurement Services Dept). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED) and shall deliver in accordance with the terms and conditions outlined and agreed upon herein.

2.23 Delivery

All prices shall be FOB Destination, Ocala, Florida, inside delivery unless otherwise specified.

2.24 Plans, Forms & Specifications

Solicitation Documents are available from the Marion County Procurement Services Department public portal at marionfl.bonfirehub.com. Proposers are required to use the official solicitation documents in the "Supporting Document Section", and all attachments itemized in the "Requested Information" are to be submitted as a single document. Solicitation documents for this project are available on-line and are downloadable (vendor must register with Bonfire), unless otherwise noted.

2.25 Manufacturer's Name and Approved Equivalents

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer may submit any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s) and for a County-approved equivalent as specified in writing by addendum to the solicitation. Requests for equivalents shall be made prior to the Last Day for Questions and shall include all materials necessary for the County or Engineer of Record to determine how the equivalent request meets or exceeds the minimum standard or product identified, and not be an exception thereto. Reference to literature submitted with a previous submittal will not satisfy this provision. The County's Procurement Services Department is to be notified, through Bonfire, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the County unless evidenced by a Change Notice issued and signed by the Procurement Services Director or designated representative.

2.15 Quantities

Quantities specified in this solicitation, if applicable, are estimates only and are not to be construed as guaranteed minimums.

2.16 Samples

Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposers expense. Each sample shall be labeled with the Proposers name, manufacturer brand name and number, project number and item reference. Samples of successful Proposers items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the County within a reasonable time as deemed appropriate.

2.17 Additional Services/Purchases by Other Public Agencies ("Piggyback")

The Vendor by submitting a bid/proposal acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being proposed in this bid/proposal, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public

Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

2.18 Payment Terms

If payment terms are not indicated, terms of NET 45 DAYS shall be applied by the County. Payment terms to apply after receipt of invoice or final acceptance of the product/service, whichever is later. Payment terms offering less than 20 days for payment will not be considered. However, the County has implemented a Visa credit card program. As a card-accepting vendor, some of the benefits of the program are payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases). Vendors accepting payment by the County's p-card (Visa) may not require the County (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a Transaction. Merchant shall not process p-card payments until merchandise/service has been received by the County, in good condition.

2.19 Drug Free Workplace Certification

As part of my submittal for this project, and authorization on the Acknowledgement and Acceptance Form, and in accordance with Florida Statute 287.087, the person submitting for this solicitation attests this firm:

- Publishes a written statement notifying the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions will be taken against violations of such prohibition.
- Informs employees about dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and penalties may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services under bid or proposal, a copy of the statement specified above.
- Notifies the employees as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction or pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.

2.20 Employee Eligibility Verification

County hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below. Beginning January 1, 2021, Section 448.095, F.S., requires Contractor to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits Contractor from entering into this Contract unless it is in compliance therewith. Information provided by Contractor is subject to review for the most current version of the State or Federal

policies at the time of the award of this Contract.

By previously submitting the solicitation documents Contractor has agreed to perform in accordance with the requirements of this subsection and agrees:

- It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- County shall immediately terminate Contractor if County has a good faith belief that Contractor has knowingly violated Section 448.09(1), F.S., that is, that Contractor knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- If Contractor enters into a contract with a subcontractor, Contractor shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- Contractor shall maintain a copy of such affidavit for the duration of this Contract and provide it to County upon request.
- Contractor shall immediately terminate the subcontractor if Contractor has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- If County has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), F.S., but that Contractor has otherwise complied, County shall promptly order Contractor to terminate the subcontractor. Contractor agrees that upon such an order, Contractor shall immediately terminate the subcontractor. Contractor agrees that if it should fail to comply with such an order, County shall immediately terminate Contractor.
- If County terminates this Contract with Contractor, Contractor may not be awarded a public contract for a least one (1) year after the date of termination.
- Contractor is liable for any additional costs incurred by County as a result of a termination under this subsection.
- Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
- Contractor shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to County or other authorized governmental entity.
- To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and County may treat a failure to comply as a material breach of this Contract.

2.21 Evaluation, Acceptance or Rejection of Proposal

The County may, at its sole and absolute discretion reject any and all, or part of any and all, responses; re-advertise this solicitation; postpone or cancel at any time this solicitation process; or waive any irregularities in this solicitation or in any responses received as a result of this solicitation. The Marion County Board of County Commissioners may reject a submittal based on past performance of Contractor.

2.22 Objectivity

In order to ensure objective supplier performance and eliminate unfair competitive advantage, suppliers that develop or draft specifications, requirements, statements of work and invitations for bids or requests

for proposals are excluded from competing for such procurements.

2.23 For Federal and/or FDOT Funding – Title Vi/ Nondiscrimination Policy Statement – Appendix A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

- **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - cancellation, termination or suspension of the contract, in whole or in part.
- **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.24 Contractor Conduct

These Guidelines cover any contractor, business, firm, company or individual (hereinafter “contractor”) doing work on Marion County property, as well as the contractor’s employees, agents, consultants, and others on County property in connection with the contractor’s work or at the contractor’s express or implied invitation.

- **Courtesy and Respect:** Marion County is a diverse government institution, and it is critical that all contractors and their employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.

- **Language and Behavior:** Contractors and their employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on County property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any contractor or contractor's employee is prohibited. Offenders will be removed from County property and/or reported to law enforcement.
- **Smoking:** Contractors and their employees are not permitted to smoke in or near any of the County buildings.
- **Fraternization:** Contractors and their employees may not fraternize or socialize with County staff.
- **Appearance:** Contractors and their employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. Marion County has the right to decide if such clothing is inappropriate.
- **Reporting:** The Contractor is required to report any matter involving a violation of these rules of conduct to Marion County Procurement. Any matter involving health or safety, including any altercations, should be reported to Marion County Procurement Services immediately.

The Contractor is responsible for his/her employees, agents, consultants and guests. If prohibited conduct does occur, the contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from County property and prohibited actions could result in the immediate termination of any contract or agreement with Marion County.

2.25 Scrutinized Companies, Pursuant to Section 287.135, F.S.

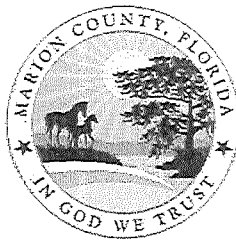
A. Certification.

1. If the Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If the Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the

- Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria
 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
 4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.



SCORING CRITERIA

A. STATEMENT OF INTEREST AND INTRODUCTION	
The responding proposer shall provide its required license, if applicable, organization profile and proposed project management including specific names, functions and resumes of personnel assigned to the project (to include years of experience and years with the submitting company).	5
B. COMPANY/FIRM PERSONNEL QUALIFICATIONS & CAPABILITIES	
The firm provided at least three (3) favorable, relevant, and comparable reference letters that align with the type of work outlined in the scope of this solicitation. These references are from agencies similar in size and type to Marion County. Additionally, the firm detailed each similar project's description and included a list of the proposed team members who contributed to those projects.	10
C. SAFETY RECORD	
The firm provided a copy of their company-side Safety Plan, and a summary of their safety performance on contracts of similar size and type over the past five (5) years. This should include incident rates, OSHA violations (if any), and corrective actions taken. The firm should also include the Experience Modification Rate (EMR) for the past three (3) years.	10
D. RESPONSE TIME	
The firm's ability to provide a response time (call-put) as listed in the RFP requirements.	10
E. ADHERENCE TO RFP REQUIREMENTS	
The firm included all required items called for in this RFP.	5
F. FIRM LOCATION	
Firms with a physical location within Marion County shall receive 5 points; firms with a physical office location in an immediately surrounding County (Sumter, Citrus, Alachua, Lake, Putnam, Levy, Volusia County) bordering Marion County; shall receive 5 points; firms with a physical location within Florida but not within Counties previously mentioned shall receive 2 points. Firms that are not located in Florida will receive 1 point	5

G. PRICING	
All pricing is included on Bid Form and identified per RFP.	10
H. ABILITY TO TAKE PURCHASING CARD	
Firms that accept the County's purchasing card (Visa) without imposing processing fees will receive additional points under this criterion. Firms unable to take the County's purchasing cards will not receive any points for this criterion.	1

EVALUATION PROCESS AND SCORING CRITERIA

1. EVALUATION PROCESS

- 1.1. Proposers will be evaluated using the criteria and methodology set forth below.
- 1.2. Proposers submitting a response to this solicitation may be required to give an oral presentation to County representatives to clarify or respond to additional questions relating to the proposals received.
- 1.3. These questions are not the sole determining factor in the ranking criteria for oral presentations but rather are simply used to help clarify or provide any additional information needed related to the written proposals. The decision whether to have oral presentations will be made during the initial Evaluation Committee Meeting, unless otherwise indicated in the solicitation. The County's request for an oral presentation shall in no way constitute acceptance of a proposal or imply that an agreement is pending.
- 1.4. The County does specifically reserve the right to award a contract to provide the services specified herein based on the initial written proposals submitted without oral presentations. If no oral presentation is required, the recommendation for award will be based on the numerical score assigned to each proposal based on the criteria listed below. The highest numerical score of all the Proposers, when all Evaluation Committee member scores are added together, will be the recommended first ranked Proposer. The second highest score will be the recommended second rank Proposer, and so on.
- 1.5. Should the Evaluation Committee elect to hear oral presentations, it has the discretion to create a shortlist of Proposers based on the numerical scores assigned to each proposal received and to request presentations from only the highest scored Proposers. The oral presentations may need to be scheduled within two (2) weeks after the Evaluation Meeting. The Proposer's Project Manager and any key team members specific to this Project must be present at the oral presentation, either in-person or via teleconference, unless otherwise agreed to by the County. The County's request for an oral presentation shall in no way constitute acceptance of a proposal or imply that a contract is pending.
- 1.6. Should an oral presentation be requested, the numeric rankings previously determined by

the Evaluation Committee on the written proposals (Phase 1) will not be considered, and the short-listed firms will all be evaluated anew (Phase 2) based on a new set of evaluation criteria to be provided to the short-listed firms in writing, with their presentation invitation; with one exception, that the location points from Phase 1 will be carried forward. Following the oral presentations, the short-listed firms will be scored according to the published criterion. The Respondent with the highest cumulative score for all criteria (Phase 2) will be ranked number 1 and so on, in consecutive numerical order for purposes of recommendation for award. The Evaluation Committee specifically reserves the right to determine the overall ranking for each criterion, whether presented on or not at oral presentations, on its cumulative knowledge of the Respondent obtained from the information previously provided in the written proposals, with the additional clarification questions and information supplied at the oral presentations.

- 1.7. Under Florida's Government in the Sunshine Law, the initial Evaluation Committee Meeting is open for the public to attend. Participation, however, is limited to the committee members. If the Evaluation Committee elects to hear oral presentations, the subsequent Evaluation Committee Meetings at which such presentations are made are closed to the public under the Government in the Sunshine Law (pursuant to s.286.0113, Fla.Stat.) and only the presenting firm may attend and present. The Evaluation Committee's post oral presentation discussions where the proposals are ranked are open to the public.

2. SCORING CRITERIA

All submissions received in response to this solicitation will be evaluated based on the scoring guidelines outlined below. Evaluators will assign a score of 0 to 5 for each criterion, with 5 representing the highest performance. Each score will then be multiplied by the corresponding weight assigned to the criterion to calculate its total weighted score. The total scores for all criteria will be summed to determine the overall score. The overall score for each evaluator will be summed to determine the overall total score and final ranking for each proposer.

SCORE	RATING	DEFINITIONS
0	Non-Responsive	Included no information on subject criteria; unacceptable
1	Poor	Indicated responses, but indecipherable or incomplete for subject criteria; unacceptable
2	Fair	Contained adequate information, but information is less than required of subject criteria; unacceptable
3	Average	Average - Included minimum information requested in subject criteria; acceptable
4	Good	Response was thorough and complete for subject criteria; acceptable
5	Excellent	Response exceeds requested criteria; exceptional resources, staff, materials, etc.; excellent

SCOPE OF WORK

LIQUID SODIUM HYPOCHLORITE SPECIFICATIONS UTILITIES REQUIREMENTS

1. DELIVERY REQUIREMENTS

General: The intent and purpose of this specification document (the "Specification") is for the Contractor to furnish and deliver liquid sodium hypochlorite (12.5 Trade Percent Available Chlorine) FOB destination in accordance with the American Water Works Association's (AWWA's) Standard B300-10 for hypochlorite, except as modified or supplemented herein, for the Marion County Utilities Department. Almost all of the sites identified in this RFP (as defined in Paragraph 4) are for a "non-tanker" or flatbed truck delivery and requires up to 100' of hose on the Bidder's truck. The Bidder must bid on all of the delivery sites. Additionally, the successful Bidder shall supply bulk storage tanks and containment for those sites indicated in Paragraph 4 at no additional charge as part of their sodium hypochlorite supply. At Marion County's option, the successful Bidder shall also provide any needed chlorine chemical feed equipment. Marion County reserves the right to purchase said equipment from other sources.

2. DELIVERY REQUIREMENTS

- 2.1 Contractor shall make normal deliveries within three (3) calendar (not working days) days after receipt of order (ARO) and must make emergency deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent Marion County from running out of sodium hypochlorite in less than 24 hours. Marion County shall endeavor to minimize the number of "emergency" deliveries.
- 2.2 All deliveries of liquid sodium hypochlorite shall be freight prepaid, F.O.B. to each Marion County facility. All equipment deliveries shall be prepaid, F.O.B. to the requested Marion County facility.
- 2.3 Delivery time of day shall be arranged upon placement of order. Deliveries made to unmanned facilities must be coordinated with Marion County so the driver can gain access to the facility.
- 2.4 All deliveries of liquid sodium hypochlorite shall be made by properly cleaned containers on the delivery trucks to the locations specified in paragraph 5 below.

All delivery trucks must carry at least 100' of hose and have a means to "blow the line clear" upon completion of the delivery.

- 2.5 Packaging and shipment of liquid sodium hypochlorite shall conform to all current regulations of the State of Florida, the United States Department of Transportation and all other applicable regulatory agencies.
- 2.6 All delivery personnel must have company cell phones to facilitate deliveries to unmanned and manned facilities. Experience has shown this to be critical to effective coordination of deliveries to the various Marion County facilities.
- 2.7 Marion County reserves the right to change quantities and delivery dates at its discretion with a 24-hour notice. Notice will be given to the Contractor in writing by an authorized designee of the Utilities Department. Written notice will be provided by the Operations Manager or the Operations Supervisor.

- 2.8 The Contractor shall be responsible for "blowing" or pumping liquid sodium hypochlorite into the storage tanks at the delivery sites and shall provide all necessary hoses, fittings, air-padding, pumps, etc. required to safely and efficiently "offload" the liquid sodium hypochlorite into designated storage tanks. The contractor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).
- 2.9 The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. Marion County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.
- 2.10 The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. Marion County may reject a load if the equipment is not properly cleaned. The contractor shall furnish Marion County with an approved, leak-free connection device between the trailer and its intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. In the event of a spill, the contractor will notify Marion County Utilities immediately. If the contractor does not immediately clean up any spill, Marion County Utilities will immediately take clean up actions. The contractor will be responsible for the cost of materials and labor for such cleanup efforts. If spill results in the requirement soil mitigation and/or removal, Marion County will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If Marion County's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.
- 2.11 Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license whenever challenged by Marion County during the delivery. In addition, Contractor shall supply Marion County a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Marion County shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Marion County shall result in rejection of delivery and subsequent possible termination of the Contractor's supply agreement.
- 2.12 Delivery Shipments shall be rejected, which fail to meet any of the requirements of the Specification. In the event a delivery shipment is rejected, upon notification to the Contractor that the shipment is rejected, Contractor shall be required to ship a replacement delivery to the affected location within four (4) hours from time of notification. Failure to provide replacement product that meets the Specification within the specified time period will constitute failure to comply with the delivery requirements set forth in this document.

3. PRODUCT MATERIAL REQUIREMENTS

- 3.1 Hypochlorite supplied under this contract shall be tested and certified as meeting the Specification, the AWWA Standard B300-10 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water

Treatment Chemicals Health Effects.

- 3.2 It is the responsibility of the Contractor to inform Marion County that its NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between Marion County and Contractor.
- 3.3 Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent (a.k.a., 12.0 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.
- 3.4 Product shall be a clear straw-colored liquid with no visible cloudiness, impurities, or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the liquid sodium hypochlorite.
- 3.5 Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 0.20 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.
- 3.6 Liquid sodium hypochlorite delivered under this contract shall meet the following containment concentration limits:
- | | |
|-------------|--------------|
| Iron | < 0.3 mg/L |
| Copper | < 0.03 mg/L |
| Nickel | < 0.03 mg/L |
| Chlorate | < 2,500 mg/L |
| Bromate | ≤ 20 mg/L |
| Perchlorate | < 20 mg/L |
- 3.7 The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the liquid sodium hypochlorite.

4. DELIVERY LOCATIONS

- 4.1 Delivery sites and locations are provided as estimates and will be subject to deletions or additions as necessary to meet the water production demands of Marion County. The contractor will receive written notice of any addition or deletion at least 72 hours prior to scheduled action.
- 4.2 Liquid Sodium Hypochlorite consumption at each location is an estimate only and Marion County shall not be bound by these amounts in its contract with Contractor. Marion County projects approximately 290,000 gallons of sodium hypochlorite delivered each year. There is no guarantee on said amount and the amount may decrease or increase from year to year.
- 4.3 Marion County owns some of its bulk storage tanks and others must be supplied by the Contractor. The Contractor shall install bulk storage tanks, and any required containment as specified in the below listed table of delivery locations.

4.4 Utilities (only) Delivery Locations:

Facility Name	Address	Cl2 tank	Annual usage
Ashley Farms WTP	4170 NW 44th Ave. Ocala, FL 34474	500	4,563
		Supplier	
Buckskin Lake Manor WTP	18820 NE 249th Ter. Ft. McCoy, FL 32134	55	Self-fill
		Marion	
Cedar Hills WTP	3506 SE 33rd Ct. Ocala, FL 34471	100	823
		Supplier	
Deer Path WTP	1331 SE 65th Cir. Ocala, FL 34472	165	913
		Supplier	
Dunnellon Airport WTP	14670 SW 110th St. Dunnellon, FL 34432	55	Self-fill
		Marion	
Golden Ocala 1 WTP	4150 NW 84th Ct. Ocala, FL 34482	55	Self-fill
		Marion	
Golden Ocala 2 WTP	2550 NW 70th Ave Rd Ocala 34482	300/350	2400
		Marion	
Golden Ocala WWTP	2550 NW 70th Ave. Rd. Ocala 34474	2,500	84,350
		Marion	
Fore Acres WTP	4712 NE 21st Court, Ocala, FL 34479	100	873
		Supplier	
Fort King Forest WTP	5155 SE 8th Street Ocala, FL 34471	100	393
		Supplier	
Golden Holiday MHP WWTP	3120 NW 16th Ln. Ocala, FL 34475	35	Self-fill
		Marion	
Greenfields/Indian Pines WTP	5405 SE 38th Street Ocala, FL 34480	150	1,194
		Supplier	
Hi-Cliff/Sleepy Hollow WTP	5500 SE 3rd Pl. Ocala, FL 34470	100	731
		Supplier	
Irish Acres WTP	8344 N US HWY 441 Ocala, FL 34475	325	417
		Supplier	
K.P. Hole WTP	9435 SW 190 Ave. Rd. Dunnellon, FL 34432	55	Self-fill
		Marion	
Kunal II, WTP	7998 NW 47th Ave. Ocala, FL 34474	165	608
		Supplier	
Libra Oaks WTP	3631 SW 46th Avenue Ocala, FL 34474	55	Self-fill
		Marion	
Majestic Oaks WTP	5399 SW 82nd St. Ocala, FL 34478	350	3,129
		Supplier	
Marion Oaks 4 WTP	3550 SW 168 St. Ocala, FL 34473	165/550	11,863
		Supplier	

Marion Oaks 5 WTP	14170 SW 34 Terr. Rd. Ocala, FL 34473	165 Supplier	995
Marion Oaks 6 WTP	5950 SW 150 Ln. Ocala, FL 34473	550 Marion	7,862
McAteer Acres WTP	5399 SE 15th Ct. Ocala, FL 34480	55 Marion	Self-fill
Newton WTP	10149 N.W. 17th Ave. Ocala, FL 34475	30 Marion	Self-fill
Oak Creek Caverns WTP	4000 SE 20th Ave. Ocala, FL 34471	55 Marion	Self-fill
Oak Run 1 WTP	8899 SW 108 St. Ocala, FL 34481	4000 Marion	16,790
Oak Run 2 WTP	7235 SW 115 St. Rd. Ocala, FL 34481	165 Supplier	1,659
Oak Run WWTF	11400 SW 90th Ter. Ocala, FL 34472	(1) - 3000 (1) - 150 Marion	84,350
Oak Trace WTP	8390 SW 104 Pl. Ocala, FL 34481	165 Supplier	1095
Palm Cay WTP	10721 SW 80 Ave. Ocala, FL 34481	60 Marion	Self-fill
Pilot Oil WTP	4120 W HWY 326 Ocala, FL 34474	55 Marion	Self-fill
Pine Ridge Estates WTP	4851 NE 10th Street Ocala, FL 34470	100 Supplier	591
Pine Run # 2 WTP	9278 SW 102 Pl. Ocala, FL 34481	55 Marion	Self-fill
Pine Run # 3 WTP	9756 SW 102 Pl. Ocala, FL 34481	55 Marion	Self-fill
Ponderosa WTP	12335 SE 126th Court, Ocklawaha, FL 32179	55 Marion	Self-fill
Quail Meadow WTP	2951 NW 47th Ave. Ocala, FL 34474	55 Marion	Self-fill
Rainbow Lakes Estates WTP	21717 SW Honeysuckle St. Dunnellon, FL 34431	165 Supplier	915
Residential Water Systems WTP	5870 SE 42nd Ave. Ocala, FL 34478	165 Supplier	913
Salt Springs WTP	13841 N. HWY 19 Salt Springs, FL 32134	165 Supplier	664
Salt Springs Well #2	13841 N. HWY 19 Salt Springs, FL 32134	30 Marion	Self-fill

Salt Springs WWTF	25320 E. Hwy. 316	350	3,000
	Salt Springs, FL 32134	Supplier	
SC North WTP	10994 SW 65th Ave.	250	3,587
	Rd.	Supplier	
	Ocala, FL 34476		
SC South WTP #1	17583 SE 102 Ave.	165	1,685
	Summerfield, FL 34491	Supplier	
SC South WTP #2	17538 SE 101 Ave.	165	1,825
	Summerfield, FL 34491	Supplier	
Sheri Oaks WTP	1891 NE 126th Place	30	Self-fill
	Sparr, FL 32617	MARION	
Silver Springs Regional WTP	5815 East SS Blvd.	100	438
	Silver Springs, FL 34472	Supplier	
Silver Springs Shores WTP B	493 Oak Road	500/650	As needed
	Ocala, FL 34472	Supplier	
Silver Springs Shores WTP G	41 Hemlock Circle	1000	15,330
	Ocala, FL 34472	Marion	
Silver Springs Shores WWTF	450 Emerald Road	5,000	140,000
	Ocala, FL 34472	Marion	
Silver Springs Woods WTP	17815 SE 20th St.	165	500
	Silver Springs, FL	Supplier	
South Lake Weir WTP	13761 SE 170 St.	55	Self-fill
	Weirsdale, FL 32195	Marion	
South Oak WTP	4923 SE 30th Ct.	55	500
	Ocala, FL 34474	Marion	
Spruce Creek Golf & Country Club -WTP # 1	13613 Del Webb Blvd.	300	1,521
	Summerfield, FL 34491	Supplier	
Spruce Creek Golf & Country Club - WTP# 2	12255 Del Webb Blvd.	500	10,429
	Summerfield, FL 34491	Supplier	
Spruce Creek Preserve WTP	11300 SW 136 Pl.	325/350	3,650
	Dunnellon, FL 34432	Marion	
Stonecrest WTP	17155 SE 115th Court	500 DW	9,125
	Summerfield, FL 34491	Supplier	
Stonecrest WWTF	SE 115th Ter. Rd.	3,000	11,736
	Summerfield, FL 34491	Marion	
Stone Oaks WTP	1046 NW 43rd Ln.	55	Self-fill
	Ocala, FL 34475	Marion	
Summerglen WTP	15605 SW 13 Cir.	300	3,042
	Ocala, FL 34472	Supplier	

Sun Country/ Paddock Downs WTP	6738 SW 85th St. Ocala, FL 34478	55	Self-fill
		Marion	
Timber Walk WTP	8599 SW 133 Ln. Rd. Ocala, FL 34473	165	983
		Supplier	
Turning Pointe Estates WTP	13001 SW 3rd Court Ocala, FL 34473	55	Self-fill
		Marion	
Track & Card	17970 S. US HWY 301 Summerfield, FL 34491	(2) - 55	Self-fill
		Marion	
Waldbusser's MHP WTP	9000 SE 183rd Ave. Ocklawaha, FL 32179	35	Self-fill
		Marion	
Windgate Estates WTP	4161 NE 5th Terrace, Ocala, FL 34479	100	304
		Supplier	

5. QUALITY ASSURANCE, SAFETY AND TRAINING

5.1 Sampling and Testing

- 5.1.1 All Sampling and Testing shall be in accordance with EPA and AWWA B300-10 standards and in accordance with the documents titled: "The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration", distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>.
- 5.1.2 The approved laboratories are listed below for all sampling and testing whether during the bidding period or after the award. No other Laboratory shall be used unless expressly authorized as an Addendum to the bid issued by Marion County amending the Specification or an amendment to the contract between Marion County and Contractor.

NovaChem Laboratories

(513) 523-3605

5172 College Corner Pike, PO Box 608, Oxford, Ohio 45056

Thornton Laboratories

(813) 223-9702

1145 East Cass Street, Tampa, Florida 33602

Aqua Pure

(352) 355-2383

3855 East Silver Springs Boulevard, Suite 107, Ocala, Florida 34479

- 5.1.3 Sampling and Testing Prior to Unloading: The Contractor's delivery trailer shall have a sample port to provide a sample for analysis. At the sole discretion of Marion County, the Contractor's delivery personnel (driver) may be asked to provide a sample of liquid sodium hypochlorite before the shipment is unloaded. Marion County will supply the sample container, and the driver shall collect the sample from the tank truck and turn it over to Marion County. The sample shall be considered representative of the lot. Marion County reserves the right to subject samples of the liquid sodium hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by Marion County that fails to comply with the Specification shall constitute grounds

for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Contractor or its subcontractors shall allow 60 minutes for this testing to be completed. If testing cannot be completed within the 60-minute period, Marion County shall allow the Contractor to unload the shipment. In the event that the load is rejected, the Contractor shall have four (4) hours to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, Marion County has the right to procure a shipment from another source, and this will failure to deliver shall constitute a second rejection. If a delivery tested and fails to meet the chlorine content requirements, the delivery will be rejected, and the contractor will be responsible for providing replacement product within 4 hours. In the event if any product load fails laboratory testing and must be rejected after delivery, the contractor will be responsible for removing the failed product and providing replacement product within 6 hours. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, Marion County has the right to procure another shipment from another source. Failure to deliver replacement products will constitute a second product rejection. Three rejections of a lot or shipment during any period of this contract shall constitute automatic termination of the Contractor's supply contract with Marion County.

5.1.4 Sampling and Test of Shipment After Unloading. Marion County reserves the right to subject samples of the liquid sodium hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-10 specifications, and the Specification.

5.1.5 Certified Analysis. Contractor shall supply an affidavit, signed by a corporate designated official, certifying that the liquid sodium hypochlorite furnished by the Contractor, complies with all applicable requirements of this Specification and AWWA Standard B300-04, latest revision.

6.2 Sodium Hypochlorite Tank Cleanings

6.2.1 At any time during the performance of this Agreement, if Marion County has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tanks, the Contractor shall cleanout the tank at no charge to Marion County within seven (7) days, unless such timeframe is extended by Marion County. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. The Contractor shall submit a procedure to Marion County for approval prior to this work being completed. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the sole discretion of Marion County. When the tank has been properly cleaned, the Contractor shall refill the tank with clean, fresh sodium hypochlorite at no cost to Marion County.

7. OCCUPATIONAL HEALTH AND SAFETY

7.1 Contractor Safety Requirements

7.1.1 Contractor must ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for Contractor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Contractor delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

7.1.2 Contractor delivery personnel must remain within safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other

problems. It is the responsibility of Contractor delivery personnel to contain leaks and to report any and all spills.

7.2 Material Safety Data Sheets. In compliance with Chapter 442 Florida Statutes, any chemical delivered from a Contractor must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

- The Chemical Name and the common name of the toxic substance
- The hazards and other risks in the use of the toxic substance, including:
 - The potential for fire, explosion, corrosiveness and reactivity.
 - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - The primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.
- The emergency procedure for spills, fire, disposal and first aid.
- A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- Any questions regarding this requirement shall be directed to:
Department of Labor and Employment Security
Bureau of Industrial Safety and Health
Toxic Waste Information Center
2551 Executive Center, Circle West
Tallahassee, Florida 32301-5014
Phone: 800/367-4378

8. Emergency Plan of Action and Safety Training

8.1 Within 30 days of the award and acceptance of the contract for the supply of liquid sodium hypochlorite, the Contractor shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for Marion County to follow in case an emergency supply of liquid sodium hypochlorite is needed. The Contractor shall supply in writing, an emergency spill response plan with appropriate emergency response personnel names (to include at least two degreed engineers who live within one hundred fifty miles of Marion County) and telephone contact numbers (24-hour contact numbers) within 30 days of award and acceptance of the contract to supply liquid sodium hypochlorite. In addition, the proper spill response notification procedure, along with any forms required by all local, state or federal regulatory agencies, shall be supplied by the Contractor. This section in no way relieves the Contractor of his responsibility to notify the proper regulatory agencies in the event of a spill incident. In the event of a spill or leak, the Contractor shall supply the necessary personnel (including one degreed engineer) to immediately respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur, caused by Contractor's personnel, equipment or method of delivery, Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, Chapter 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State rules and regulations regarding Contractor caused spills or releases shall be the sole responsibility of Contractor. The Contractor shall indemnify and hold Marion County harmless for any failure to properly report and

/or comply with this provision. In addition, Contractor shall bear all expenses of spills, unless caused by the sole negligence of Marion County.

8.1.1 Safe Handling Training. The Contractor shall provide an appropriate safe handling training course for liquid sodium hypochlorite within the first month of the contract, to all current Marion County operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period. The Contractor shall provide this assistance at no charge to Marion County.

8.1.2 Technical Assistance. The Contractor shall provide engineering and technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludge's produced by the application of liquid sodium hypochlorite in the water and wastewater treatment process. This expertise shall extend to the application of all other chemicals used by Marion County in its water treatment and wastewater treatment plants. The Contractor shall provide this assistance at no charge to Marion County.

9. *Calcium Hypochlorite 68% Minimum Available Chlorine 60%*

HIGH TEST CALCIUM HYPOCHLORITE (HTH) GRANULAR SPECIFICATIONS

1. Granular Chlorine Calcium Hypochlorite (HTH) 68% minimum available chlorine 65%.
2. Granular Chlorine Calcium Hypochlorite (HTH) cost per 100-pound pail.
3. Delivery shall be FOB, Ocala FL at the five (5) below Marion County Wastewater Facilities:
 - Golden Ocala/NW Regional Wastewater Treatment Facility
2550 NW 70th Avenue
Ocala, Florida 34482
 - Oak Run Wastewater Treatment Facility
11400 SW 90th Terrace
Ocala, Florida 34481
 - Salt Springs Wastewater Treatment Facility
SR 19 & SR 316
Salt Springs, Florida 32134
 - Silver Springs Shores Wastewater Treatment Facility
450 Emerald Road
Ocala, Florida 34472
 - Stonecrest Wastewater Treatment Facility
17200 SE 115th Avenue
Summerfield, Florida 34491

Terms of this contract: Three (3) years, with an option to renew for three (3) additional one (1) year terms pending mutual agreement. The term shall not be for longer than six (6) years. Renewals shall be automatic and annual unless a price increase is requested; price increases shall ONLY be considered upon renewal dates, must be supported by an industry documented increase, shall not exceed three percent (3%), and must be Board approved.

Negotiations: Projects may be held with the most qualified firm for compensation which the County determines is fair, competitive, and reasonable. The County shall require the firm receiving the award to execute a truth-in-

negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

Should the the County be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the County determines to be fair, competitive, and reasonable, negotiations with that firm will be formally terminated. The County reserves the right to either continue negotiations with the second ranked firm and so forth accordingly, or to terminate the negotiation process.

SIMILAR WORK DETAIL

Provide at least three (3) unique references for similar work that your company has completed.

Entity Name:	
How the scope of work applies to this ITB:	
Entity Address:	
City, State, ZIP:	Phone Number:
Point of Contact:	E-mail:
FOR COUNTY USE ONLY BELOW THIS LINE	
Work completed on-time:	Work completed within contracted budget:
Work completed in accordance with SoW:	Work completed in a professional manner:

Entity Name:	
How the scope of work applies to this ITB:	
Entity Address:	
City, State, ZIP:	Phone Number:
Point of Contact:	E-mail:
FOR COUNTY USE ONLY BELOW THIS LINE	
Work completed on-time:	Work completed within contracted budget:
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Entity Name:	
How the scope of work applies to this ITB:	
Entity Address:	
City, State, ZIP:	Phone Number:
Point of Contact:	E-mail:
FOR COUNTY USE ONLY BELOW THIS LINE	
Work completed on-time:	Work completed within contracted budget:
Work completed in accordance with SoW:	Work completed in a professional manner:

If **REFERENCE LETTERS** are requested in the scoring criteria (RFQ/RFP only), they are required from each firm listed above. The letters shall mention project completion time, manner, scope of work, and budget adherence, as applicable to this project.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services

Via: City Manager, Jon C. Williams

Date: October 2, 2025

Meeting Date: October 9, 2025

Subject: Shelly's Environmental Systems – Piggyback Contract

Issue:

The City uses Shelly's Environmental Systems for Biosolids Stabilization Disposal Services, which is hauling and disposing of sewage waste/sludge from the Wastewater Treatment Plant and vac trucks. Shelly's Environmental Systems has a contract with the City of Port Orange that was recently updated with Amendment 2 to increase prices. The contract with Port Orange is valid through 3/14/27 and staff is requesting to piggyback this contract to provide this service.

Recommended Action:

Staff requests approval to use the Port Orange Contract with Shelly's Environmental Systems as a piggyback contract.

Attachment(s)/References:

Port Orange Contract (Amendment 2)
Price Increase Letter to Winter Garden

AMENDMENT NO. 2
To Standard Contract for Services dated March 14, 2017
Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems

THIS AMENDMENT NO. 2 TO STANDARD CONTRACT FOR SERVICES ("2025 Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **SHELLEY'S SEPTIC TANK, INC. d/b/a SHELLEY'S ENVIRONMENTAL SYSTEMS** ("Contractor") a Florida corporation with its principal place of business at 6505 West Jones Avenue, Zellwood, Florida 32798. The City and the Contractor are hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Standard Contract for Services ("Contract") on March 14, 2017, pursuant to Invitation to Negotiate No. 16-09 ("ITN 16-09") for Biosolids Stabilization Disposal Services, with a term commencing on March 14, 2017 and continuing for a period of ten (10) years, at a rate of \$39.95 per wet ton, with an annual adjustment of 2% or the annual Consumer Price Index ("CPI") of the United States Department of Transportation, whichever is less, during the term of the Contract; and

WHEREAS, on the 12th day of December 2023, the Parties entered into Amendment No. 1 ("2023 Amendment"), amending the Contract from a rate of \$39.95 per wet ton, to \$65.00 per wet ton; and

WHEREAS, the Parties desire to amend the rate from \$65.00 per wet ton, to \$102.00 per wet ton, due to industry price increases; and

WHEREAS, the City of Port Orange Mayor has determined that this 2025 Amendment is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. Page 1, Paragraph 2, "City Obligations" shall be deleted in its entirety and replaced with the following:

"In return for the services identified above, the City agrees to compensate the Contractor at a rate of \$102.00 per wet ton, with a three percent (3%) increase at the anniversary date for the remaining year of the Contract, in an amount not to exceed the appropriated budget. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended."

3. Contract Construction. This 2025 Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this 2025 Amendment shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until both Parties have signed this 2025 Amendment.

4. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this 2025 Amendment on the day and year stated hereinafter.

Witnesses:

SHELLEY'S SEPTIC TANK, INC.
d/b/a SHELLEY'S ENVIRONMENTAL SYSTEMS

Barbara E. Shelley
Printed Name: Barbara E. Shelley

Jack E. Andrews
Printed Name: Jack E. Andrews

By: James D. Shelley, Jr.
James D. Shelley, Jr., President

If this Contract is signed by an individual not identified as officer or authorized person of the entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the entity.

Date: 8/26/25

CITY OF PORT ORANGE

By: _____
Scott Stiltner, Mayor

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

Shelley's Environmental Systems

P. O. Box 249 • Zellwood, Florida 32798-0249

(407) 889-8042 • Fax (407) 889-4408

August 25, 2025

Dear Valued Customer,

Our records indicate that the current contract we have with you is piggybacked to the City of Port Orange which is set to expire on March 13, 2027.

We wanted to make you aware of the fact that Shelley's and the City of Port Orange are in the process of negotiating an agreement change which would increase the existing price of \$65.00/ton to \$102.00/ton. This price change is being presented to the City's BOCC on September 2, 2025, and would take effect once signed.

With this, the City has the option to continue to piggyback the agreement or send out a bid for similar services. Attached to this letter is a copy of sent to the City of Port Orange showing why this price change is required. We wanted to give you as much time and information that you need to make a decision.

Please let us know how you wish to proceed.

Regards,

A handwritten signature in blue ink that reads "James D. Shelley, Jr." with a stylized flourish at the end.

James D. Shelley, Jr.
President

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services
Via: City Manager Jon C. Williams
Date: September 30, 2025 **Meeting Date:** October 9, 2025
Subject: Lake Apopka Natural Gas – Non-Exclusive Franchise Agreement

Issue: Staff is recommending approval of a Non-Exclusive Franchise Agreement for Lake Apopka Natural Gas to provide natural gas within the City of Winter Garden.

Discussion:

A Natural Gas Distribution Non-Exclusive Franchise Agreement (“Franchise Agreement”), by and between the CITY OF WINTER GARDEN, a Florida municipal corporation, (hereinafter referred to as “City”), and the LAKE APOPKA NATURAL GAS DISTRICT, an independent special district organized and existing under the laws of the State of Florida, (hereinafter referred to as the “Franchisee”), for the purposes of granting a non-exclusive franchise for the right, privilege or franchise to manufacture, import, transport, distribute and sell manufactured or natural gas within the City.

Recommended Action:

Staff recommends approval of the Non-Exclusive Franchise Agreement between the City of Winter Garden and Lake Apopka Natural Gas.

Attachment(s)/References:

LANG Non-Exclusive Agreement

NATURAL GAS DISTRIBUTION FRANCHISE AGREEMENT

THIS NATURAL GAS DISTRIBUTION FRANCHISE AGREEMENT (hereinafter the “Franchise Agreement”) is made and entered into this _____ day of _____, 2025, by and between the **CITY OF WINTER GARDEN**, a Florida municipal corporation, (hereinafter referred to as “City”), and the **LAKE APOPKA NATURAL GAS DISTRICT**, an independent special district organized and existing under the laws of the State of Florida, (hereinafter referred to as the “Franchisee”), for the purposes of granting a non-exclusive franchise for the right, privilege or franchise to manufacture, import, transport, distribute and sell manufactured or natural gas within the City, or the portion thereof hereinafter described, all subject to the terms and conditions set forth herein.

Section 1: Grant of Non-Exclusive Franchise.

In consideration of the agreement of the Franchisee to (i) pay to the City the franchise fee set forth in Section 8 hereof, and (ii) otherwise comply with the terms and conditions of this Franchise Agreement, the City does hereby grant to Franchisee, for a period of ten (10) years from the date of this Franchise Agreement, the non-exclusive right, privilege and franchise to manufacture, import, transport, distribute, and sell manufactured or natural gas (hereinafter referred to generally as “Gas”) within the boundaries of the City as the same now exist or may hereafter be extended or contracted (hereinafter referred to as “Franchise Area”) and for that purpose to establish the necessary facilities and equipment and to maintain a manufacturing plant, gas mains, service pipes, and other appurtenances necessary to the manufacture, sale, transportation, and distribution of Gas in, under, upon, across, and along the present and future streets, alleys, avenues, bridges, easements, or other public places or ways of the City within the Franchise Area, and to do all things which are reasonable, necessary, or customary in the accomplishment of this objective; subject, however, to the further provisions of this Franchise Agreement. Notwithstanding the foregoing, before Franchisee shall establish any plant in the City for the manufacture of gas, the Franchisee shall first obtain the approval of the City as to the location thereof and shall comply with all applicable statutes, laws, ordinances, rules, and regulations. No such plant shall be constructed or operated in violation of the zoning and building ordinances of the City. The City reserves the option to extend this agreement for an additional ten (10) years if service is satisfactory. This option will automatically take effect unless the City notifies the Franchisee of its desire to renegotiate at least 90 days prior to the expiration date.

Section 2: Obstructing Streets.

The Franchisee shall exercise its privileges herein subject at all times to the police power of the City and shall not unnecessarily or unreasonably obstruct the use of, or injure, any street, avenue, alley, or other public place in any way, and shall, upon completion of any construction or repair, restore all streets, avenues, alleys, or other public places or ways of the City which shall be opened by it or its agents or employees for the purpose of laying, placing, or repairing its gas mains or service pipes to as nearly the same order and condition as they were before the excavation was made as is reasonably possible and to preserve them in this condition for twelve months. Any obstruction of any street, avenue, alley, or other public place or way or any failure to properly fill and maintain a street, avenue, alley, or other public place after excavation, after proper notice of ten days from the City to Franchisee demanding removal or repair, may be taken care of by the City and the costs

thereof, plus ten percent for administering and engineering expense, shall be charged against the Franchisee. Except in cases of emergency, Franchisee shall give the City three days' notice prior to conducting any excavation or work within any public right of way.

Section 3: Plats.

Prior to the laying or relaying of any gas mains pursuant to this Franchise Agreement for any proposed subdivision, the Franchisee shall present to the City a complete plat and site plans showing the location and size of all proposed mains. The construction, location, or relocation of all facilities or any other construction or installation made and effected by the Franchisee by virtue of this Franchise Agreement shall be made under the supervision of, and with the approval of, such representatives as the City may designate for such purpose, but not so as to unreasonably interfere with the proper operation of the Franchisee's facilities and service. The City requires developers to convey public right-of-way tracts shown on a plat to the City via warranty deed free and clear of easements, liens and other encumbrances. Franchisee agrees not to encumber with easements any intended public right-of-way tracts on a plat that are intended to be conveyed or dedicated to the City unless such easement automatically terminates upon the recording of the final plat. To the extent that Franchisee has a pre-existing easement in place encumbering a proposed plat dedicated or conveyed public right-of-way, the Franchisee agrees to partially terminate the easement to the extent it encumbers the right-of-way upon the City accepting ownership or dedication of the affected public right-of-way and operate its utilities within the public right-of-way pursuant to this Franchise Agreement. To the extent that Franchisee has a pre-existing easement over a plat dedicated utility (or utilities) easement to the public or the City, the Franchisee agrees that Franchisee's easement will be subordinated to the City's plat dedicated easement interest and upon request by the City, the Franchisee agrees to execute and record a subordination reflecting the same.

Section 4: Indemnification.

Franchisee, to the extent provided by and limited by Section 768.28, Florida Statutes, shall indemnify, defend, and hold completely harmless the City and its elected representatives, officers, employees, and agents from and against any and all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs, and expenses (including, but not limited to, all costs for investigation and defense thereof, court costs, expert fees, reasonable attorney fees and paralegal fees, and reasonable attorney fees and paralegal fees on appeal) which may be incurred by, charged to, or recovered from any of the foregoing:

(i) by reason or on account of damage to or destruction of any property of the City, or any property of, injury to, or death of any person resulting from or arising out of the performance under this Franchise Agreement, or the acts or omissions of Franchisee's officers, agents, employees, subcontractors, licensees, or invitees regardless of where the damage, destruction, injury, or death occurred, except to the extent that such liability, loss, suit, claim, demand, judgment, fine, damage, cost, or expense was proximately caused by the City's negligence or

(ii) arising out of the failure of Franchisee to keep, observe, or perform any of the covenants or agreements herein to be kept, observed, or performed by Franchisee, or

(iii) by reason or on account of death, injury, or damage to persons or property arising out of the construction, maintenance, repair, or operation of Franchisee's property or due to the negligence of the Franchisee or its agents or employees in operating its property.

Provided, however, that nothing in this Section Four (4) is intended to, nor shall be construed to, waive the sovereign immunity of either the Franchisee or Franchisor, nor is it intended to, nor

shall be construed to, expand the liability or obligations of the Franchisee or Franchisor beyond the limited waiver of sovereign immunity provided in Section 768.28(19), Florida Statutes. Further, nothing in this Section Four (4) waives or modifies any requirement, right, or obligation that may not be waived or modified under the law.

Moreover, nothing in this Agreement shall be construed to give any person other than the parties any legal or equitable right, remedy or claim under or with respect to this Franchise Agreement or any provision of this Franchise Agreement. Neither the City nor Franchisee intends to directly or indirectly benefit a third party by this Franchise Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Franchise Agreement, and that no third party shall be entitled to assert a claim against either of them based upon this Franchise Agreement. The City agrees to give Franchisee reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Franchisee or its insurer to compromise and defend the same to the extent of its interests and to reasonably cooperate with the defense of any such suit or claim. The provisions of this Section shall survive the expiration or earlier termination of the term of this Franchise Agreement with respect to any acts or omissions occurring during the term of the Franchise Agreement.

Section 5: Insurance.

(A) Franchisee shall, without expense to the City, obtain and maintain throughout the term of this Franchise Agreement:

(i) Comprehensive automobile insurance covering any motor vehicle operated by or on behalf of the Franchisee including owned autos, non-owned autos and hired autos; and

(ii) Comprehensive general liability insurance (including but not limited to contractual, independent contractors, broad form property damage, and personal injury, as applicable, and such other coverage as may from time to time be generally issued by insurance companies for businesses similar to that engaged in by the Franchisee in the performance of this Franchise Agreement which the City may reasonably require) protecting Franchisee, the City, and the City's elected representatives, members of the Commission, officers, agents, and employees from and against any and all liabilities arising out of or relating to Franchisee's performance of this Franchise Agreement whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable; and

(iii) Workers compensation or similar insurance affording the required statutory coverage and limits.

(B) Such policies shall be with a company or companies which have and maintain a rating of B+, or better, as published in Ratings & Analysis by A. M. BEST COMPANY, INC. of Ambest Road, Oldwick, New Jersey, 08858, (<http://www.ambest.com>) and (except for the coverage limits of Workmen's Compensation insurance) shall be in an amount no less than ONE MILLION AND NO/100 DOLLARS, combined single limit, or its equivalent, or such greater amount of such insurance as shall be maintained by Franchisee, with no deductible, with cross liability endorsement and with contractual liability coverage for Franchisee's covenants to and indemnification of the City. Franchisee's insurance shall provide that it is primary insurance as respects any other valid and collectible insurance City may possess, including any self-insured retention or deductible City may have, and that any other insurance City does possess shall be considered excess insurance only. Franchisee's insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy has been written for each; provided, however, that this provision shall not operate to increase the policy limits.

(C) Franchisee shall provide, prior to the effective date of this Franchise Agreement, and at least thirty days prior to the expiration of an insurance policy or policies theretofore provided to the City by Franchisee hereunder, a certificate of insurance evidencing all coverage required under this Section. Such certificate(s) shall name the City and its elected representatives, officers, employees, and agents as additional insureds and shall provide that the policy or policies may not be canceled or modified nor the limits thereunder decreased without thirty days' prior written notice thereof to the City. Franchisee agrees that the City shall have the right, exercisable on ninety days' prior written notice to Franchisee, to require Franchisee, from time to time, reasonably to alter the monetary limits or coverage provided by such policy or policies.

Section 6: Standards of Service.

(A) The Franchisee shall at all times furnish a safe and reliable supply of Gas to its customers within the City; subject, however, to the further provisions of this section. The Franchisee will sell and distribute Gas through its distribution system which is located in Orange and Lake Counties and in a number of cities and towns located therein and in the territory adjacent to and near said cities and towns. The Gas distributed by the Franchisee will be transported to Franchisee by the pipeline system owned and operated by Florida Gas Transmission Company, (or by some other company which holds a certificate of public convenience and necessity from the Federal Energy Regulatory Commission to transport Gas in the State of Florida). That company is a "Natural Gas Company" under the Federal Natural Gas Act, which subjects said Florida Gas Transmission Company (or its successors or assigns) to the jurisdiction of the Federal Energy Regulatory Commission.

(B) Any expansion of the system subject to this Franchise will be determined by the Franchisee in accordance with the terms and conditions of its Tariff pertaining to system expansion. The Franchisee, by entering into this Franchise Agreement, makes no representation or assurance, and assumes no obligation beyond the terms of its Tariff, that it will expand the distribution system beyond what currently exist.

(C) The Franchisee shall not be liable to the City or its inhabitants by reason of the failure of the Franchisee to deliver Gas as a result of force majeure, or failure, inability or refusal of the pipeline supplier to transport an adequate supply, or an order or decision of a public regulatory body, or other acts beyond the control of the Franchisee. The Franchisee shall have the right and authority, and it shall be its duty, to adopt reasonable rules and regulations in connection with the limiting, curtailing or allocating service or supplying Gas to any customer or prospective customer, and withholding the supply of Gas to new customers, whenever any of the occurrences named in the foregoing sentence take place; provided, however, that such rules and regulations shall be uniform as applied to each class of customers, and shall be non-discriminatory as between communities receiving natural gas service from the Franchisee.

(D) Subject to the limitations contained in the foregoing subparagraphs A, B, and C, the Franchisee shall make gas sales service available to customers within the Franchise Area pursuant to a Tariff which shall be uniform as to each class of service customer; provided, however, the Tariff shall be determined by the Board of Directors of the Franchisee and may classify its Gas services in any manner allowed by law.

(E) The rates charged by the Franchisee for its Gas and Gas services furnished within the City shall be in accordance with the Tariff determined by the Board of Commissioners of the Franchisee which shall be uniform as applied to each class of customers, and shall be non-discriminatory as between communities receiving natural gas service from the Franchisee.

(F) The quality of the Gas sold in the City shall be the same as that sold to the Franchisee's other customers in its service area in the counties in which the Franchisee operates.

(G) If service is suspended because of any of the reasons set forth above, occurring through no fault or negligent act on the part of the Franchisee, such suspension shall not be made the basis of any action or proceeding to terminate this Franchise.

Section 7: Accounting Reports.

(A) Franchisee agrees to file with the City Clerk, on or before April 1 of each year, a copy of its annual audit report for the preceding fiscal year of the Franchisee, together with an income statement for the City, on an allocated basis.

(B) The City or any certified public accountant selected by the City, shall have the right at all reasonable hours to examine the Franchisee's books and records for the purpose of verifying the statement of revenues furnished by the Franchisee to the City. In the event City elects to have said books and records reviewed by an accountant, the City shall bear the cost of the services of such accountant, unless the audit discloses that the accountings rendered by the Franchisee reported less than ninety percent of the moneys due to the City, in which case the audit costs shall be paid by the Franchisee. The Franchisee's books and records shall be kept in accordance with good business procedures and generally-accepted accounting principles and shall be in such form that they shall contain all information reasonably necessary to the City.

(C) The City shall promptly furnish Franchisee accurate information regarding any expansion, contraction or other modification of the corporate boundaries of the City and Franchisee shall be entitled to rely on information so furnished in order to identify customers and accounts within the corporate limits of the City.

Section 8. Payments to the City.

The Franchisee agrees that subsequent to the commencement date of this Franchise Agreement, it will, in consideration of the granting of this franchise, pay to the City, at least quarterly, out of revenues derived from the sale of Gas to customers of its gas system or systems, such sums of money as shall be allocated to the City by virtue of the computation made pursuant to the following formula (sometimes referred to as "the Franchise Fee"):

(A) All rates, fees, rentals, or other charges or income derived by the Franchisee from the operation of its gas system or systems shall first be used by the Franchisee to pay all costs of operation and maintenance of such gas system or systems, to pay the principal of and interest on any revenue bond or other obligation issued by the Franchisee to finance the cost of construction, extension, expansion, improvement, or acquisition of gas systems, to establish appropriate reserves for any such revenue bonds, to establish an extension, removal, and replacement fund for such gas system or systems, and to make all other proceedings authorizing any such revenue bonds. The payments to the City by the Franchisee as set forth in Section 8(B) of this Franchise Agreement are hereby construed to be a part of the operation cost and maintenance of the gas system or systems, and shall be paid to the City as an expense falling in that category and liable for payment by the Franchisee as such.

(B) The Franchisee shall pay to the City a sum representing six percent of the gross revenues

derived from the sale of Gas to all customers within the corporate limits of the City during the year in which such payment is due, after deduction therefrom the gross revenues derived from sale of Gas to interruptible gas customers and from furnishing transportation services to customers within the corporate limits of said City. The phrase "Gross Revenues" shall be deemed to include a flat-rate customer charge or a minimum bill charge, if any, made by the Franchisee regardless of the amount of Gas consumed.

(C) If at any time during the term of this Franchise Agreement, the Franchisee and another governmental authority shall enter into a similar franchise which provides for a more favorable franchise fee to be paid by the Franchisee than that provided for in this Franchise, the Franchisee shall so notify the City in writing immediately thereafter and shall extend a similar fee agreement to the City and, at the City's option, this Franchise will be deemed amended to incorporate such more favorable franchise fee.

Section 9: Preliminary Engineering Plans.

Upon request of the City, the Franchisee shall review the preliminary engineering plans for all commercial and residential developments within the City and provide the City in a timely manner with written comments concerning the providing of gas to such development.

Section 10: Approval of Transfer.

No sale, assignment, or lease of this Franchise Agreement or franchise shall be effective until it is approved by the City, and until the vendee, assignee, or lessee, has filed in the office of the City Clerk an instrument duly executed reciting the facts of such a sale, assignment, or lease, accepting the terms of the Franchise, and agreeing to perform all of the conditions thereof. The City may require that any proposed assignee submit similar documentation to that provided by the Franchisee at the time of award of the Franchise.

Section 11: Default and Termination.

(A) In the event that:

(i) the Franchisee shall fail to keep, perform, and observe each and every promise, covenant, and agreement set forth in this Franchise Agreement, and such failure shall continue for a period of more than sixty days after delivery to the Franchisee of a written notice of such breach or default; or

(ii) the Franchisee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver or trustee or liquidation of all or substantially all of its property; or

(iii) the Franchisee shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within thirty days after the filing thereof; then in any of such events, the City, in its discretion, shall have the right to:

- (i) seek specific performance of this Franchise Agreement,
- (ii) terminate this Franchise Agreement for default, which termination shall be effective twenty-four hours after written notice of such termination is given to the Franchisee, or
- (iii) pursue such other actions and remedies as may be permitted by law. In the event the City

elects to terminate this Franchise Agreement, then the City may, at its option, delay the effective date of termination for default until the first day of the month following the date on which written notice of such termination is given to the Franchisee. The City shall specify the termination date on the written notice of termination.

(B) In the event that a dispute arises between the City and the Franchisee, or any interested party, in any way relating to this Franchise Agreement, the Franchisee shall continue to render service in full compliance with all terms and conditions of this Franchise Agreement regardless of the nature of the dispute.

Section 12: Pledge of Revenues Authorized.

The Franchisee shall have the right and power, and is hereby authorized to, hypothecate or pledge the rates, fees, rentals, or other charges or income derived by it from users of the services and facilities of its gas system or systems operated by the Franchisee wholly or partially within the City, pursuant to this Franchise Agreement, to the payment of the principal of and interest on any revenue bonds or other obligations hereafter issued by the Franchisee to finance the costs of construction, acquisition, or extension of its gas system or systems within the Counties of Orange and Lake, known as the Lake Apopka Natural Gas District, and appropriate reserves therefor. It is the express intention hereof that this Franchise is made for the benefit of the City, the Franchisee, and the holders of any such revenue bonds or other obligations of the Franchisee, and shall be binding upon and inure to the benefit of, and be enforceable by, the holders of any such revenue bonds or other obligations of the Franchisee, the City and the Franchisee, and the successors and assigns of the City and Franchisee, and except for the holders of any such revenue bonds or other obligations of the Franchisee, the City and Franchisee, and their successors and assigns, is not intended to and shall not confer any rights upon any other person, firm, or corporation, public or private.

Section 13: Change of Government.

Any change in the form of government of the City as authorized by the State of Florida shall not affect the validity of this franchise. Any municipal corporation succeeding the City shall, without the consent of the Franchisee, succeed to all the rights and obligation of the City provided in this Franchise Agreement.

Section 14: Attorneys' Fees.

In the event that either party finds it necessary to commence an action against the other party to enforce any provision of this Franchise Agreement, or because of a breach by the other party of any of the terms hereof, each party shall bear its own attorney's fees, paralegal fees and costs in connection therewith.

Section 15: Notices.

All notices and approvals which any party shall be requested or shall desire to make or give under this Franchise Agreement shall be in writing, and shall be made or given (i) by certified mail, postage prepaid, return receipt requested, (ii) by hand delivery to named individuals representing the party to be notified, or (iii) by private parcel (next day) delivery service. Notices, including notice of a change of address or phone number, shall be addressed or transmitted to the addressees as set forth

below, or that address which party may otherwise designate in the manner prescribed herein:

As to the City:

City of Winter Garden
Finance Department
300 West Plant Street
Winter Garden, Florida 34787

Attn: City Manager

As to Franchisee:

Lake Apopka Natural Gas District
1320 Winter Garden-Vineland Road
Winter Garden, Florida 34787
Attn: General Manager and CEO

Notices and approvals given or made as aforesaid shall be deemed to have been given and received on the date of actual receipt.

Section 16: Miscellaneous.

(A) Time is of the essence with respect to all matters set forth in this Franchise Agreement.

(B) The Franchisee is not, and shall not for any purpose be, the agent of the City, and shall have no power or authority to bind the City in any manner whatsoever.

(C) This Franchise Agreement embodies and constitutes the entire understandings of the parties with respect to the matters contemplated herein, and all prior or contemporaneous agreements, understandings, or representations and statements, oral or written, are merged into this Franchise Agreement. Neither this Franchise Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

(D) It is stipulated and agreed between the parties that this Franchise Agreement shall be interpreted and construed in accordance with the laws of the State of Florida, and any trial or other proceeding with respect to this Franchise Agreement shall take place in the State of Florida.

(E) Captions of the sections and subsections of this Franchise Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Franchise Agreement.

(F) The Franchisee agrees to promptly reimburse the City for all of its costs and expenses, including attorney's fees and advertising costs, incurred in connection with the negotiation, preparation and award of this Franchise.

(G) The City is entering into this Franchise Agreement pursuant to the authority vested in the City Commission by Article VIII of the Constitution of the State of Florida, Chapter 166 of the Florida Statutes, and its Charter.

(H) The City hereby represents that this Franchise Agreement has been approved in accordance with all legal requirements.

Section 17: Severability.

If any part, section, subsection, or other portion of this Franchise Agreement, except for the provisions of Section 8 hereof is declared void, unconstitutional, or invalid for any reason, such part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Franchise Agreement, in all applications thereof not having been declared void, unconstitutional, or invalid shall remain in full force and effect. The City and Franchisee declare that no invalid or prescribed provision or application was an inducement at the execution of this Franchise Agreement, and that they would have executed this Franchise Agreement, regardless of the invalid or prescribed provision or application. In the event any part, subsection, or other portion of Section 8 hereof is declared void, unconstitutional, or invalid for any reason, then either party may terminate this Franchise Agreement upon notice to the other party.

IN WITNESS WHEREOF, the **CITY OF WINTER GARDEN, FLORIDA**, and the **LAKE APOPKA NATURAL GAS DISTRICT** have caused this Franchise Agreement to be executed as of the day and year first above written.

CITY OF WINTER GARDEN, FLORIDA,
a Florida municipal corporation

By: _____
Honorable John Rees, Mayor

ATTEST:

By: _____
Ms. Angee Grimmage, City Clerk

(Seal)

LAKE APOPKA NATURAL GAS DISTRICT,
an independent special district

By: _____
Mr. Fred Crabtree, President

ATTEST:

By: _____
Honorable Timothy Murry, Secretary

(Seal)

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Graham, Police Chief

Via: City Manager Jon C. Williams

Date: October 2, 2025

Meeting Date: October 9, 2025

Subject: Request the extension of the services contract with Aspire Health Partners, Inc. for an amount of \$99,469.

Issue: This is a request to continue with contracted services from Aspire.

Recommended action: To approve the amendment to services extending our current contract with Aspire Health Partners, Inc and permission for the City Manager to sign the contract.

Attachment: Original contract and amendment.

SERVICES CONTRACT

THIS SERVICES CONTRACT ("Contract"), effective as of the 1st day of August, 2021, is made by and between the **City of Winter Garden, a Florida municipal corporation for the benefit of Winter Garden Police Department**, hereinafter referred to as "WGPD" and **Aspire Health Partners, Inc.**, hereinafter referred to as the "AHP". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

I. SCOPE OF WORK

AHP, as an independent contractor, is to perform the work ("Work") set forth in the Contractor's proposal to WGPD ("Proposal"), which Proposal is attached hereto as Exhibit "A" and incorporated herein by this reference. Unless otherwise specified herein or in the Proposal, AHP is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

II. CONFIDENTIALITY

AHP acknowledges and agrees that the performance of the Work may require access to information and records of WGPD which may be exempt or prohibited from disclosure by law, including but not limited to victim information, home addresses of exempt individuals, witness names and identification, records related to on-going investigations, and other non-public information and records. AHP agrees not to disclose exempt or confidential information without the consent of the WGPD's Chief of Police and to only use such information for the benefit of WGPD in the performance of AHP's services pursuant to this Agreement.

III. TERM OF CONTRACT

The term of this Contract shall commence on August 1, 2021, and end on July 31, 2022. Upon mutual written agreement of the parties, the term of this Contract may be extended for up to an additional one (1) year period.

IV. COMPENSATION

AHP agrees to perform the Work for the fee ("Fee") of Seven Thousand Four Hundred Thirty-Eight and 25/100 Dollars (\$7,438.25) per month. AHP acknowledges that the Fee is inclusive of all costs, fees, charges and expenses of any nature to perform the Work with the exception of mileage which will be invoiced monthly for actual staff travel not to exceed \$5135.00 per year. The budget for this project is referenced in Exhibit "B". The Fee and any mileage will be billed and invoiced to WGPLD on a monthly basis in advance on or after the 1st of each month commencing August 1, 2021.

V. PAYMENT

All invoices received by WGPLD are payable within thirty (30) days from receipt. All invoices shall be directed to the Accounts Payable Section, Winter Garden Police Department, 251 West Plant Street, Winter Garden, Florida, 34787. Payments and disputes concerning requested payments shall be processed and handled in accordance with the Local Government Prompt Payment Act as set forth in Part VII, Chapter 218, Florida Statutes.

VI. GENERAL CONDITIONS

A. Termination for Default

This Contract may be terminated by WGPLD, in whole or in part, in writing, if it is determined that AHP has failed to meet the performance requirements of this Contract or if AHP fails to perform any other provision of this Contract.

B. Termination for Convenience

Both parties may terminate the Contract for convenience with at least thirty (30) days advance written notice to the other party. In the event of such termination for convenience by WGPLD, WGPLD shall be liable for the payment of all Work properly performed by AHP prior to the effective date of termination with the monthly Fee to be pro-rated on a daily basis for a partial month's work.

C. Warranty

AHP warrants that the Work performed shall conform to professional standards of care and practice in AHP's profession in effect at the time the

Winter Garden Police Department Crisis Support
Work is performed.

D. Insurance and Liability Limitations

1. Insurance.

Prior to commencing any Work and at all times thereafter during the term of this Contract, AHP (and any of its subcontractors performing Work pursuant to this Agreement) shall maintain the following insurance policies to cover claims, liabilities, and damages arising from AHP's and any of its employees and subcontractors' activities: (i) Worker's Compensation and Employer's Liability Insurance at the statutory amount; and (ii) Commercial General Liability ("CGL") Insurance with combined single limits of One Million Dollars (\$1,000,000.00) per occurrence. WGPD shall be added as an additional insured to the Certificate of Liability Insurance for the CGL policy and such policy shall be considered primary insurance without recourse to or contribution from any similar insurance carried by WGPD. AHP shall provide to the WGPD a copy of the applicable Certificate of Liability Insurance certificate(s) prior to any person entering upon WGPD property related hereto. AHP and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against WGPD, its officers, elected officials, agents and employees and against other contractors and subcontractors. Nothing in this Contract shall constitute or be construed as a waiver of WGPD's sovereign immunity protections or of any other privilege, immunity or defense afforded by law.

2. Liability Limitations.

IN NO EVENT SHALL WGPD BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY AHP OR ANY THIRD PARTIES ARISING OUT OF THIS CONTRACT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY AHP OR BY WGPD UNDER THIS CONTRACT. WGPD'S MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE LIMITED TO THE COMPENSATION DUE UNDER SECTION IV.

E. Right to Audit Records

Upon request, WGPD shall be entitled to audit the books and records of AHP or any subcontractor to the extent that such books and records

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relate to the performance of this Contract or any subcontract relating to this Contract. AHP and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of seven (7) years from the date of final payment under the contract and by the subcontractor for a period of seven (7) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by WGPDP. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 7-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 7-year period, whichever is later.

F. Extra Work

1. Requested by WGPDP

WGPDP, without invalidating this Contract, may request changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work requested by WGPDP shall be authorized in the form of a written Addendum to this Contract and mutually agreed upon by both parties and shall be executed under the applicable conditions of the Contract.

G. Familiarity With The Work

By executing this Contract, AHP acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. WGPDP will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by AHP serves as its stated commitment to fulfill all the conditions referred to in this Contract.

H. Notices

All notices required or permitted to be given under this Contract must be in writing and must be delivered to a party at the addresses set forth below (or such other address as may hereafter be designated by such party in writing). The parties' addresses for the delivery of all such notices are as follows:

WGPDP: Winter Garden Police Department

251 West Plant Street
Winter Garden, Florida, 34787
Phone: (407) 656-3636

Recipient: Attn: Contracting Department
Aspire Health Partners, Inc.
5151 Adanson Street, Suite 200
Orlando, Florida 32804
Phone: (407) 875-3700

Notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail.

VII. MISCELLANEOUS PROVISIONS

- A. Except for those subcontractors, if any, identified in AHP's Proposal on Exhibit "A", AHP shall not employ subcontractors without the advance written permission of WGPDP.
- B. Assignment of this Contract shall not be made without the advance written consent of WGPDP.
- C. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the authorized designee.
- D. AHP is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.
- E. This Contract is a non-exclusive Contract between the parties.
- F. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- G. Any litigation arising out of this Contract shall be held in a court of proper jurisdiction in and for Orange County, Florida.
- H. AHP shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, AHP shall comply with Florida public records laws, including the requirements of

IF AHP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O Brenda Henderson, BHenderson@wgpdp.com, (407) 656-3636, 251 WEST PLANT STREET, WINTER GARDEN, FL 34787.

- I. The undersigned hereby certifies that this Contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.
- J. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto. In the event of any dispute or conflict between the provisions of this Contract and any exhibit or attachment hereto, the terms of this Contract shall control.
- K. The undersigneds hereby warrant and certify that they are authorized to enter into this Contract and to execute same on behalf of the parties.
- L. If any section, sentence, clause, phrase, provision, or other portion of this Contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Contract.
- M. None of the benefits provided by WGPDP to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from WGPDP to AHP. WGPDP will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Contract.
- N. This Contract is solely for the benefit of the parties to the Contract and no

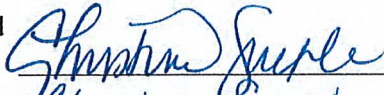
Winter Garden Police Department Crisis Support

causes of action shall accrue upon or by reason hereof to or for the benefit of
any third parties.

O. This Contract may be executed in one or more counterparts by the parties. Signatures sent
by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature
service) shall be deemed original signatures and binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date
firstwritten above.

Aspire Health Partners, Inc.

Signed
By: 
Name: Christine Suchle
Title: Chief of Staff
Date: 8/17/21

**City of Winter Garden, a
Florida municipal
corporation**

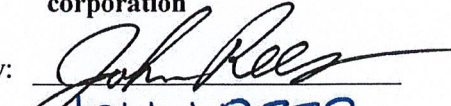
Signed By: 
Name: JOHN REES
Title: MAYOR
Date: 8/12/2021

Exhibit "A"

CONTRACTOR'S PROPOSAL

Aspire and Winter Garden PD

Aspire Health Partners: 1800 Mercy Drive Orlando, Florida 32808 407-875-3700

Hours of Operations: The Winter Garden Case Manager would operate as scheduled:

Social Worker/Clinician

1 – Full time Case Manager would work Mon. – Fri. on site at the Winter Garden Police Department for telephonic/telehealth follow up on referrals from patrol. Scheduled hours to be determined by WGPD and Aspire Health Partners, Inc. A pool or on-call staff has not been included in the budget to cover this staff member's paid time off due to vacation, holiday or illness. This individual will be able to provide a biopsychosocial assessment and referrals to services.

Program Description: A bachelor's level case manager would be available to the City of Winter Garden Police Department 5 days/week to complete follow up calls, assessments, and referrals. This individual will not be dispatched directly or via co-response with patrol to crisis calls in the community and will not be licensed to complete a Baker or Marchman Act.

Individuals referred by patrol will be assessed by the clinician to help determine the immediate needs of the person served and to assist in the coordination of a plan that will build upon his or her current skill sets for positive behavior management. Great effort will be placed to ensure that assessments are population appropriate and include family and caregivers whenever possible. Aspire services will be utilized as referral sources when appropriate. Additional community resources and agencies may be called in to provide support and wrap-around care or specialty services such as Child and Adult Protective Services or Elderly services.

The anticipated benefits of this program include:

- Increase access to community and human services programs
- Staff have access to Aspire's electronic health record to identify individual's history of diagnosis, medications, services within Aspire's broad scope of services, etc.
- Facilitate direct access to Aspire's continuum of care and community-based programs (i.e.: mental health, residential treatment, case management, addiction treatment, shelter, etc.).
- Allow distressed individuals to feel less threatened when they need services or referrals.
- Reduce recidivism in the criminal justice system.

Winter Garden Police Department Crisis Support

Target Population: Any person within the City of Winter Garden who is experiencing or has experienced an emotional or mental health crisis as determined by Winter Garden Patrol and who does not meet the exclusionary criteria.

Types of calls that may be appropriate for follow-up by case manager include:

1. Suicide Threat
2. Suicide Attempt
3. Mentally Ill (Non-Violent) – Baker Act
4. Intoxicated Person/Substance Abuse – Marchman Act
5. Person Down
6. Missing Person
7. Homeless
8. Family disturbance
9. Well-being check

Eligibility/Entry Criteria:

1. Residents or visitors within the City of Winter Garden.
2. Any individual who is experiencing or has experienced an emotional or mental health crisis as determined by Winter Garden Police Department officer on scene.

Exclusionary Criteria for in person follow-up:

1. Calls that have not been cleared by patrol as safe for civilian response.
2. Any call requiring immediate medical attention.
3. Any call involving a gun, knife, or other weapon, or when there is a credible threat of violence.
4. Any call involving criminal domestic abuse.
5. Any call involving a reportedly violent individual.

Funding Sources:

Services would be funded by the City of Winter Garden, as further outlined in the attached budget.

Training:

The Aspire Case Manager will not respond individually or with WGPLD patrol directly to dispatched calls but individuals will be referred to the case manager for follow up. Telephonic and telehealth response will be used in most instances and occasional face-to-face follow up may be conducted if necessary once patrol has determined the scene is safe and telephonic/telehealth follow up is not possible. Team members would not be expected to enter a dwelling where threats of violence have been made against a team member, person in the community or family member, or law enforcement. Radio and computer system training, if deemed appropriate for the Aspire staff members, will be provided by WGPLD. Education on the substance abuse and mental health services, as well as the program scope of the Case Manager, will be provided to WGPLD as needed.

Winter Garden Police Department Crisis Support

Equipment:

WGPD agrees to provide office space and any needed office supplies for Aspire Case Manager located on site at 251 W. Plant Street. WGPD will provide a police radio if deemed necessary and appropriate by WGPD. WGPD will furnish the Aspire Clinician with a cell phone, computer and necessary WGPD software for WGPD business. Upon termination of the Contract, AHP, AHP's Case Manager and other person under AHP's control shall vacate the premises and return all of WGPD's property and supplies. The Clinician will complete fingerprinting, an online background check, and CJIS training with WGPD. Should Case Manager need to travel to meet with a client face-to-face for follow up, they will utilize their own personal vehicle with reimbursement of mileage.

All Aspire employees receive AHCA and DCF Level II Background screenings as well as a drug test and TB test as part of pre-employment conditions. Aspire will furnish the Aspire Case Manager with a laptop computer with necessary Aspire software for Aspire-related business. The Aspire Case Manager will report to the Aspire Mobile Response Team Clinical Manager.

Services Provided:

1. Linkage and referral
2. Follow-up as needed to promote crisis resolution
3. **Aspire Case Manager:** The Aspire Case Manager is an individual with the minimum of a bachelor's degree in the human services field and experience providing case management services. The ideal individual will have training and work experience with individuals with mental illness, substance abuse and/or homelessness. The case manager will be trained in crisis intervention and de-escalation and the use of community resources. The goal of the Aspire Case Manager for Winter Garden Police Department is to follow up with individuals who have been identified as potentially needing connection to mental health or substance abuse or homeless services as referred by the Winter Garden Police Department, to connect them to those services and to follow up.

Benchmarks:

The parties will meet periodically to review data and benchmarks identified.

EXHIBIT "B"

Budget

Position Title	Annual Salary Rate	No. Mos. Budget	FTE	Total Project
Program Manager	\$57,000	12	0.25	\$14,250
Crisis Support Case Manager	\$45,000	12	1.00	\$45,000
Total Personnel			1.00	\$59,250
Fringe @ 27% (includes FICA, Health, Life, W.C., Retirement etc.)				\$15,998
Total Personnel				\$75,248
Equipment:				
Lap Top - 1 @ \$929 each			\$929	
				\$929
Other Cost				
Training for dispatch staff			\$410	
Lap Top - hot spot 1 x \$30 x 12 months			\$360	
				\$770
Total Direct Cost				\$82,082
Indirect Allocations				
Other Support Costs 5% (IS/IT/Med Records)				\$4,104
Administrative Costs 10%				\$8,208
Total Indirect				\$12,312
Total Cost				\$89,259

Add-On:

Local Travel - For on-site follow up calls approximated at 577 calls x 20 miles per call x \$.445 per mile
 **City of Winter Garden shall be invoiced for actual staff travel over and above the contract but will not exceed \$5135.00"

\$5,135

FIFTH AMENDMENT TO SERVICES CONTRACT

THIS FIFTH AMENDMENT TO SERVICES CONTRACT (“Amendment”), effective as of 1st day of October, 2025, is made by and between the **City of Winter Garden, a Florida municipal corporation for the benefit of Winter Garden Police Department**, hereinafter referred to as “WGPD” and Aspire Health Partners, Inc., hereinafter referred to as the “AHP”.

WHEREAS, WGPD and AHP desire to extend the term of the Contract for an additional 12 month period as contemplated by Section III of the Contract.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Extension of Term. The term of the Contract is hereby extended to end on September 30, 2026.
2. No further Changes. Except as set forth in this Amendment, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, the Contract in its original form shall have full force and effect. This Amendment may be executed in one or more counterparts. Signed counterparts delivered by facsimile or electronic mail shall constitute originals.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

Aspire Health Partners, Inc.

**City of Winter Garden, a
Florida municipal
corporation**

Signed

By: _____

Name: _____

Title: _____

Date: _____

Signed By: _____

Name: _____

Title: _____

Date: _____

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Graham, Police Chief

Via: City Manager Jon C. Williams

Date: October 2, 2025

Meeting Date: October 9, 2025

Subject: Request the funding for SmartCop Records Management System Annual Maintenance

Issue: This is a request to continue with contracted services with SmartCop for our records management system, for which we have an existing maintenance agreement. The annual maintenance cost is \$94,336.20 and the funds have been budgeted for this fiscal year.

Recommended action: To approve the payment in an amount of \$94,336.20 for this fiscal year.

Attachment: SmartCop Invoice

Invoice No. SCIMN0001046
Date 08/01/2025
Due Date 10/01/2025
Customer No. WIN2001
Page 1 of 1



Bill To

Winter Garden PD (FL)
 Chief Steve Graham
 251 West Plant St.
 Winter Garden, FL, 34787
 United States

Ship To

251 West Plant St.
 Winter Garden, FL 34787
 United States

Contract/Project Number	Purchase Order	Payment Terms	Currency	
		MN OCT SCI	USD	
Item Number	Description	Quantity	Unit Price	Amount
NOTE	Annual SmartCop Maintenance	1.00	0.00	0.00
SUITE	SmartCOP Product Suite Maintenance, including MCT & Mapping Solutions: 10/1/2025 to 9/30/2026	1.00	94,336.20	94,336.20

Remit Checks to:

SmartCop Inc.
 PO Box 74008484
 Chicago, IL 60674-8484

Subtotal	94,336.20
Misc	0.00
Taxes	0.00
Total Due	94,336.20

ACH Payments - Please send remittance advice to email below.

Account No: 4427890967
 Beneficiary: Harris Systems USA Inc, 1 Antares Drive, STE 400, Ottawa ON K2E 8C4, Canada
 ABA No (ACH): 111000012 ABA No (WIRE): 026009593
 Bank: Bank of America, 100 West 33rd St, New York, NY 10001

Tax Exempt? Please send your exemption certificate to the email below.

Invoice Questions? Please call Stephanie Melanson at (613) 691-8626 or at our toll-free number
 +1 (888)847-7747 Ext. 500106. You can also reach us by email at ar@smartcop.com



Thank you for your business!

THE CITY OF WINTER GARDEN

AGENDA ITEM

From: Kelly Carson, Planning Director

Via: Jon C. Williams, City Manager

Date: October 2, 2025 **Meeting Date:** October 9, 2025

Subject: Rotary Club Poker Tournament - Special Event

Applicant: Rotary Club of Winter Garden

Discussion:

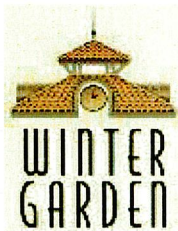
The Rotary Club of Winter Garden is requesting to hold their annual poker tournament at Tanner Hall on Friday, November 7, 2025. The event will run from 2:00 pm until 1:00 am. The poker tournament will raise money for the Rotary Club of Winter Garden, and the expected attendance is 150 people. Pizza, beer, wine, and soda will be served.

Recommended Action:

Staff recommends approval of the Rotary Club Poker Tournament and to waive the permit fee of \$1,000.

Attachments/References:

Special Event Application



JUL 24 2025

Received by: CEF
Project #:

CITY OF WINTER GARDEN
Community Development
300 West Plant Street
WINTER GARDEN, FL 34787

(407) 656-4111

WWW.WINTERGARDEN-FL.GOV

PZE 2025-0146

SPECIAL EVENT APPLICATION

OFFICIAL USE ONLY

DATE RECEIVED: _____

PERMIT FEE PD. ON: _____ INIT. _____

PER CITY CODE 27.1.3 "SPECIAL EVENTS" ARE DEFINED AS ANY PUBLIC ASSEMBLY OF 100 OR MORE PEOPLE IN ANY PARK, SIDEWALK, ALLEY, LAKE OR OTHER PUBLICALLY OWNED AREA. COMPLETED APPLICATIONS SHOULD BE SUBMITTED NO LESS THAN 30 DAYS PRIOR TO THE FIRST DATE OF THE PROPOSED EVENT. EVENTS THAT REQUIRE CLOSURE OF ANY CITY STREET OR ARE ANTICIPATED HAVING MORE THAN 500 PEOPLE IN ATTENDANCE WILL REQUIRE APPROVAL OF THE CITY COMMISSION.

SPECIAL EVENTS ON CITY PROPERTY WHERE 500 OR MORE PEOPLE ARE REASONABLY ANTICIPATED TO BE IN ATTENDANCE OR WHERE THERE ARE REQUESTS FOR STREET CLOSURES WILL REQUIRE PRIOR APPROVAL BY THE CITY COMMISSION, AT LEAST FOUR WEEKS PRIOR TO THE SCHEDULED EVENT. THE APPLICANT MUST COMPLETE ALL OF THE FOLLOWING INFORMATION.

DATE OF APPLICATION: 7/23/2025
ORGANIZATION/GROUP: Rotary Club of Winter Garden NON-PROFIT ☒ CORP ☐ INDIV. ☐
NAME OF EVENT: Charity Poker Tournament
CONTACT/REPRESENTATIVE: Ralph DiSciullo PHONE # 407-718-2223
ALT. PHONE #: _____ EMAIL: ralph@mybeaconmortgage.com
EVENT LOCATION: Tanner Hall PROPOSED DATES: 11/7/2025
HOURS: 2pm-1am ESTIMATED DAILY ATTENDANCE: 150
DATES & TIMES OF EVENT SETUP & BREAKDOWN:
SET UP: 11/7/2025 2pm BREAKDOWN: 11/8/2025 1am

PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY:

TYPE OF EVENT

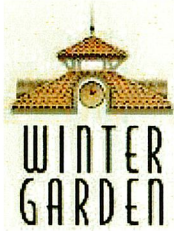
- ☐ FESTIVAL
- ☐ EXHIBIT(S)
- ☐ CARNIVAL/CIRCUS/FAIR
- ☐ GENERAL MEETING
- ☐ PARADE
- ☐ BLOCK PARTY OR PICNIC
- ☐ SPORTING EVENT/COMPETITION
- ☐ WEDDING/RECEPTION
- ☐ REVIVAL
- ☒ OTHER (EXPLAIN)
Fund Raiser

EVENT DETAILS

- ☒ ADMISSION CHARGE/TICKET SALES
- ☒ ALCOHOL SERVED
- ☐ ALCOHOL SALES
- ☐ FIREWORKS/PYROTECHNICS
- ☐ FOOD TRUCKS
- ☐ MERCH. VENDORS # OF: _____
- ☒ OPEN TO PUBLIC
- ☐ STREET/SIDEWALK CLOSURE
HOURS OF: _____
- ☐ CITY WATER USED
- ☐ EVENT HELP PREVIOUSLY
- ☐ CITY ELECTRIC USED

EQUIPMENT AT EVENT

- ☐ AMPLIFIED SPEAKING/MUSIC
HOURS OF: _____
- ☐ PORTABLE RESTROOMS
- ☐ SPORTS EQUIPMENT
- ☐ STAGE/PROPS/PRODUCTION
- ☐ TENTS # & SIZE OF: _____
- ☐ TEMPORARY EVENT SIGNAGE
- ☐ DUMPSTERS/RECEPTACLES
- ☐ COOKING EQUIPMENT USED
- ☐ GAS ☐ OPEN FLAME
- ☐ OTHER (EXPLAIN): _____



CITY OF WINTER GARDEN
Community Development
300 West Plant Street
WINTER GARDEN, FL 34787

(407) 656-4111
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SPECIAL EVENTS POLICIES AND PROCEDURES

FOOD VENDING

THE DEPT. OF BUSINESS AND PROFESSIONAL REGULATION OF THE STATE OF FLORIDA REQUIRES THAT YOU NOTIFY THEIR DIVISION OF HOTELS AND RESTAURANTS NO LATER THAN THREE DAYS PRIOR TO ANY TEMPORARY EVENT WHERE FOOD WILL BE SOLD. ALL FOOD VENDORS MUST MEET MINIMUM SAFETY AND SANITATION REQUIREMENTS AND PAY A TEMPORARY EVENT LICENSING FEE IF THEY DO NOT ALREADY HOLD AN ANNUAL LICENSE WITH THE STATE OF FLORIDA. THE DIVISION OF HOTELS AND RESTAURANTS CAN BE REACHED AT 850-487-1395 OR VISIT http://www.myfloridalicense.com/dbpr/hr/licensing/GT_tempevents.html FOR MORE INFORMATION.

EVENT INSURANCE

LIMITS WILL IN MOST INSTANCES BE REQUIRED IN THE FOLLOWING AMOUNTS:

GENERAL AGGREGATE \$1,000,000 PRODUCTS AGGREGATE \$1,000,000
PERSONAL & ADVERTISING INJURY \$250,000 EACH OCCURRENCE \$250,000
FIRE LEGAL LIABILITY \$50,000 MEDICAL PAYMENTS \$2,000

CITY STAFF RESERVES THE RIGHT TO REQUEST INCREASED LIMITS DEEMED NECESSARY FOR CERTAIN HIGH-RISK ACTIVITIES. INDIVIDUALS, GROUPS WITHOUT INSURANCE, OR GROUPS THAT DO NOT PRODUCE AN APPROPRIATE CERTIFICATE OF INSURANCE TWO WEEKS PRIOR TO THE EVENT DATE WILL BE REQUIRED TO PURCHASE INDIVIDUAL EVENT POLICIES THROUGH THE CITY INSURANCE CARRIER AT LIMITS DEEMED NECESSARY BY CITY STAFF. PRICES FOR APPROPRIATE POLICIES ARE ESTABLISHED BY THE INSURANCE BROKER AND ARE NON-NEGOTIABLE. IF PROPER INSURANCE IS NOT OBTAINED OR PAID FOR AT LEAST TWO WEEKS PRIOR TO THE SCHEDULED EVENT, THE CITY RESERVES THE RIGHT TO CANCEL THE EVENT REQUEST.

PERMIT FEES

EVENTS WITH LESS THAN 25 IN ATTENDANCE: \$25.00
EVENTS WITH 25 - 200 PEOPLE IN ATTENDANCE: \$150.00
EVENTS WITH OVER 200 PEOPLE IN ATTENDANCE: \$1,000.00

FEES

OTHER FEES WILL BE ASSESSED IF DEEMED NECESSARY BY CERTAIN APPLICABLE DEPARTMENTS. ALTHOUGH NOT AN EXHAUSTIVE LIST, FEES MAY BE ASSESSED FOR POLICE OFFICERS, POLICE SUPERVISORS, FIRE PROTECTION, EMT PERSONNEL, STREET BARRICADING, ELECTRIC USAGE, NECESSARY MAINTENANCE STAFF, TRASH RECEPTACLES & COLLECTION, OTHER NECESSARY STAFF ON-SITE DURING EVENT HOURS, ETC. BONDS OF UP TO \$5,000,000 MAY BE REQUIRED AT THE DISCRETION OF CITY STAFF FOR EVENTS WITH ATTENDANCE OVER 500 PEOPLE AND EVENTS HOSTING CERTAIN HIGH-RISK ACTIVITIES. ALL FEES MUST BE PAID IN FULL IN CASH, CERTIFIED CHECK OR MONEY ORDER AT LEAST TWO WEEKS PRIOR TO THE EVENT DATE TO AVOID CANCELLATION.

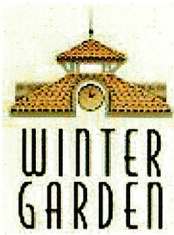
MISCELLANEOUS POLICIES

- BOUNCE HOUSES, INFLATABLES, AND ANY TYPE OF RIDES ARE NOT ALLOWED ON CITY PROPERTY.
- EVENT ADVERTISING WILL NOT INCLUDE ANY REFERENCE OF ENDORSEMENT BY THE CITY OF WINTER GARDEN.
- TEMPORARY EVENT SIGNAGE MUST MEET CITY CODE REQUIREMENTS. CONTACT W.G. CODE ENFORCEMENT FOR INFO.
- THERE ARE OTHER SPECIAL REQUIREMENTS FOR MOTION PHOTOGRAPHY PRODUCTION.
- THERE ARE SPECIAL REQUIREMENTS FOR FIREWORKS.
- ANY EVENT UTILIZING PLANT ST. AND EFFECTIVELY CLOSING THE WEST ORANGE TRAIL MUST NOTIFY ORANGE COUNTY PARKS AND RECREATION AT 407-654-1108.
- IF ANY PORTION OF A STATE ROAD IS TO BE CLOSED, A STATE D.O.T. REQUEST FORM MUST BE OBTAINED FROM THE WINTER GARDEN POLICE DEPT., COMPLETED AND RETURNED TO THE WGPD TO BE FILED WITH THE STATE OF FLORIDA. SUCH REQUESTS SHOULD BE SUBMITTED AT LEAST SIX WEEKS PRIOR TO THE EVENT DATE.
- MAY BE REQUIRED TO MEET WITH CITY TO PRESENT DETAILS OF EVENT.

APPROVAL PROCESS

COMMUNITY DEVELOPMENT, ECONOMIC DEVELOPMENT, CITY MANAGER AND PARKS & RECREATION DEPARTMENTS WILL REVIEW ALL REQUESTS AND FORWARD TO ADDITIONAL DEPARTMENTS AS NEEDED. YOU MAY BE CONTACTED TO PROVIDE FURTHER INFORMATION. YOU WILL BE NOTIFIED OF INITIAL APPROVAL, ADDITIONAL FEE REQUIREMENTS AND IF FURTHER COMMISSION APPROVAL WILL BE REQUIRED IN 2 TO 4 WEEKS. CONDITIONS OF APPROVAL DOCUMENT MAY BE INCLUDED AS PART OF FINAL APPROVAL.

REVISED 02/23/2016



CITY OF WINTER GARDEN
Community Development
300 West Plant Street
WINTER GARDEN, FL 34787

(407) 656-4111
WWW.WINTERGARDEN-FL.GOV

SPECIAL EVENTS

PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY 7 OF THE ABOVE CHECKED ITEMS, IF NECESSARY: (USE BACK IF NEEDED)

Annual Poker tournament to raise money for the Rotary club of Winter Garden. We usually have about 100-125 players. Pizza, Beer, wine and soda is served.

NO APPLICATION WILL BE ACCEPTED UNLESS THE FOLLOWING ITEMS ARE INCLUDED.

(APPROVAL PROCESS WILL NOT BEGIN UNTIL THE FOLLOWING IS SUBMITTED):

- COPY OF 501C-3 FORM SIGNIFYING NON-PROFIT STATUS (IF APPLICABLE)
- SITE PLAN INDICATING ALL AFFECTED AREAS, STREETS PROPOSING TO BE CLOSED, TEMPORARY POWER SOURCES TO BE INSTALLED, PORTABLE RESTROOM LOCATIONS, VENDOR PLACEMENT, PARADE ROUTE OR ANY OTHER SIGNIFICANT FEATURES.
- COPY OF APPLICANT'S INSURANCE CERTIFICATE NAMING THE CITY OF WINTER GARDEN AS ADDITIONALLY INSURED.
- IF ATTENDANCE IS REASONABLY ANTICIPATED TO BE GREATER THAN 100 PEOPLE, YOU SHOULD ALSO INCLUDE A PLAN FOR :
 - SANITATION – RESTROOM, PORT-O-LET PLACEMENT, POTABLE WATER, TRASH RECEPTACLES & COLLECTION PLAN, ETC.
 - PARKING AND TRAFFIC – REROUTING TRAFFIC AROUND BLOCKED STREETS, PARKING FOR EVENT PATRONS, ETC.
 - MEDICAL CARE – FIRST AID STATIONS, EMS SERVICES, AMBULANCE ON SITE, ETC.
 - SECURITY – OFF-DUTY OFFICERS SCHEDULES, SECURITY SERVICE UTILIZED, # OF EVENT STAFF IN ATTENDANCE, ETC.
- IF YOU WANT TO HAVE ANY SIGNAGE, PLEASE PROVIDE A SITE PLAN SHOWING WHERE SIGNS ARE PROPOSED (THE CITY PROHIBITS SNIPE SIGNS).

FOR OFFICIAL USE ONLY			
TECHNICIAN INITIAL: _____	DATE RECEIVED: _____	☐ FEE PAID	
CITY MANAGER/DESIGNEE: _____	DATE: _____	APPROVED: ☐ Yes / ☐ No	
CONDITIONS: _____			

REVISED 02/23/2016

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: Jon C. Williams, City Manager

Date: October 2, 2025

Meeting Date: October 9, 2025

Subject: **Winter Garden Art Association – Annual Fundraiser - Special Event**

Issue: The Winter Garden Art Association is requesting approval to hold their annual fundraiser event on Friday, March 6th, 2026.

Discussion:

The Winter Garden Art Association is requesting to have their annual fundraiser event on Friday, March 6th, 2026 at the Winter Garden Pavillion. The event will run from 7:00 pm -10:00 pm (with set-up beginning at 1:00 pm) and include a sit-down dinner for 250 guests, music by the Plant Street 501 Band, catering by Market to Table, and alcohol served from two bar locations. There will also be a live auction and artist demonstrations.

Recommended Action:

Staff recommends approval of the Winter Garden Art Association Annual Fundraiser Special Event with the following conditions:

1. All furnishings, materials, and equipment shall be removed from City property immediately after the event concludes.
2. At least one (1) off-duty police officer should be hired to ensure the safety of this event.
3. The bathroom at the Pavillion shall remain open to the public during the event.
4. Alcohol serving and consuming areas shall be demarcated with signs that say "No Alcohol Beyond this Point". An ABT application shall be submitted for City review and approval.

Attachment(s)/References:

Permit Application
Event Layout map



AUG 27 2025

Received by: CR
Project #: PZE 2025-0169

CITY OF WINTER GARDEN
Community Development
300 West Plant Street
WINTER GARDEN, FL 34787

(407) 656-4111

WWW.WINTERGARDEN-FL.GOV

SPECIAL EVENT APPLICATION

OFFICIAL USE ONLY

DATE RECEIVED: _____

PERMIT FEE Pd. ON: _____ INIT. _____

PER CITY CODE 27.1.3 "SPECIAL EVENTS" ARE DEFINED AS ANY PUBLIC ASSEMBLY OF 100 OR MORE PEOPLE IN ANY PARK, SIDEWALK, ALLEY, LAKE OR OTHER PUBLICALLY OWNED AREA. COMPLETED APPLICATIONS SHOULD BE SUBMITTED NO LESS THAN 30 DAYS PRIOR TO THE FIRST DATE OF THE PROPOSED EVENT. EVENTS THAT REQUIRE CLOSURE OF ANY CITY STREET OR ARE ANTICIPATED HAVING MORE THAN 500 PEOPLE IN ATTENDANCE WILL REQUIRE APPROVAL OF THE CITY COMMISSION.

SPECIAL EVENTS ON CITY PROPERTY WHERE 500 OR MORE PEOPLE ARE REASONABLY ANTICIPATED TO BE IN ATTENDANCE OR WHERE THERE ARE REQUESTS FOR STREET CLOSURES WILL REQUIRE PRIOR APPROVAL BY THE CITY COMMISSION, AT LEAST FOUR WEEKS PRIOR TO THE SCHEDULED EVENT. THE APPLICANT MUST COMPLETE ALL OF THE FOLLOWING INFORMATION.

DATE OF APPLICATION: 8-21-25
ORGANIZATION/GROUP: Winter Garden Art Association NON-PROFIT ☒ CORP ☐ INDIV. ☐
NAME OF EVENT: Annual Fundraiser
CONTACT/REPRESENTATIVE: Anna Zucker PHONE # 407 347-7996 773-550-4567
ALT. PHONE #: _____ EMAIL: anna@wgart.org
EVENT LOCATION: Pavilion 104 S LAKEVIEW AVE PROPOSED DATES: March 6, 2026
HOURS: 7:00pm-10:00pm ESTIMATED DAILY ATTENDANCE: 250
DATES & TIMES OF EVENT SETUP & BREAKDOWN:
SET UP: March 6, 2026 1:00pm-7:00pm set-up @pavilion BREAKDOWN: March 6, 2026 Pavilion 10:00pm

PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY:

TYPE OF EVENT

- ☐ FESTIVAL
- ☐ EXHIBIT(S)
- ☐ CARNIVAL/CIRCUS/FAIR
- ☐ GENERAL MEETING
- ☐ PARADE
- ☐ BLOCK PARTY OR PICNIC
- ☐ SPORTING EVENT/COMPETITION
- ☐ WEDDING/RECEPTION
- ☐ REVIVAL
- ☒ OTHER (EXPLAIN)

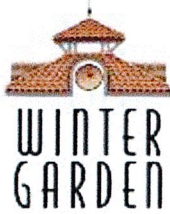
Fundraising Event

EVENT DETAILS

- ☒ ADMISSION CHARGE/TICKET SALES
- ☒ ALCOHOL SERVED
- ☐ ALCOHOL SALES
- ☐ FIREWORKS/PYROTECHNICS
- ☐ FOOD TRUCKS
- ☐ MERCH. VENDORS # OF: _____
- ☐ OPEN TO PUBLIC
- ☒ STREET/SIDEWALK CLOSURE
- ☐ HOURS OF: 6:00pm-10:00pm
- ☐ CITY WATER USED
- ☐ EVENT HELP PREVIOUSLY
- ☒ CITY ELECTRIC USED

EQUIPMENT AT EVENT

- ☒ AMPLIFIED SPEAKING/MUSIC
- ☐ HOURS OF: 7:30-10:00pm
- ☐ PORTABLE RESTROOMS
- ☐ SPORTS EQUIPMENT
- ☒ STAGE/PROPS/PRODUCTION
- ☒ TENTS # & SIZE OF: 10x10 (8)
- ☒ TEMPORARY EVENT SIGNAGE
- ☒ DUMPSTERS/RECEPTACLES
- ☐ COOKING EQUIPMENT USED
- ☐ GAS ☐ OPEN FLAME
- ☐ OTHER (EXPLAIN): _____



CITY OF WINTER GARDEN
Community Development
300 West Plant Street
WINTER GARDEN, FL 34787

(407) 656-4111

WWW.WINTERGARDEN-FL.GOV

SPECIAL EVENTS

PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY 7 OF THE ABOVE CHECKED ITEMS, IF NECESSARY: (USE BACK IF NEEDED)

A sit-down dinner for 250 guests, with music by the the Plant Street 501 band, food catering by Market to Table, and alcohol served from two bar locations .
We will also set-up 8 auction tents for auction items and another 6-8 for artists demonstrations. The live auction will conclude the evening at 9:45.

NO APPLICATION WILL BE ACCEPTED UNLESS THE FOLLOWING ITEMS ARE INCLUDED.

(APPROVAL PROCESS WILL NOT BEGIN UNTIL THE FOLLOWING IS SUBMITTED):

- COPY OF 501C-3 FORM SIGNIFYING NON-PROFIT STATUS (IF APPLICABLE)
- SITE PLAN INDICATING ALL AFFECTED AREAS, STREETS PROPOSING TO BE CLOSED, TEMPORARY POWER SOURCES TO BE INSTALLED, PORTABLE RESTROOM LOCATIONS, VENDOR PLACEMENT, PARADE ROUTE OR ANY OTHER SIGNIFICANT FEATURES.
- COPY OF APPLICANT'S INSURANCE CERTIFICATE NAMING THE CITY OF WINTER GARDEN AS ADDITIONALLY INSURED.
- IF ATTENDANCE IS REASONABLY ANTICIPATED TO BE GREATER THAN 100 PEOPLE, YOU SHOULD ALSO INCLUDE A PLAN FOR :
 - SANITATION – RESTROOM, PORT-O-LET PLACEMENT, POTABLE WATER, TRASH RECEPTACLES & COLLECTION PLAN, ETC.
 - PARKING AND TRAFFIC – REROUTING TRAFFIC AROUND BLOCKED STREETS, PARKING FOR EVENT PATRONS, ETC.
 - MEDICAL CARE – FIRST AID STATIONS, EMS SERVICES, AMBULANCE ON SITE, ETC.
 - SECURITY – OFF-DUTY OFFICERS SCHEDULES, SECURITY SERVICE UTILIZED, # OF EVENT STAFF IN ATTENDANCE, ETC.
- IF YOU WANT TO HAVE ANY SIGNAGE, PLEASE PROVIDE A SITE PLAN SHOWING WHERE SIGNS ARE PROPOSED (THE CITY PROHIBITS SNIPE SIGNS).

FOR OFFICIAL USE ONLY			
TECHNICIAN INITIAL: _____	DATE RECEIVED: _____	☐ FEE PAID	
CITY MANAGER/DESIGNEE: _____	DATE: _____	APPROVED: ☐ YES / ☐ NO	
CONDITIONS: _____			

REVISED 02/23/2016



CITY OF WINTER GARDEN
Community Development
300 West Plant Street
WINTER GARDEN, FL 34787

(407) 656-4111

WWW.WINTERGARDEN-FL.GOV

SPECIAL EVENTS POLICIES AND PROCEDURES

FOOD VENDING

THE DEPT. OF BUSINESS AND PROFESSIONAL REGULATION OF THE STATE OF FLORIDA REQUIRES THAT YOU NOTIFY THEIR DIVISION OF HOTELS AND RESTAURANTS NO LATER THAN THREE DAYS PRIOR TO ANY TEMPORARY EVENT WHERE FOOD WILL BE SOLD. ALL FOOD VENDORS MUST MEET MINIMUM SAFETY AND SANITATION REQUIREMENTS AND PAY A TEMPORARY EVENT LICENSING FEE IF THEY DO NOT ALREADY HOLD AN ANNUAL LICENSE WITH THE STATE OF FLORIDA. THE DIVISION OF HOTELS AND RESTAURANTS CAN BE REACHED AT 850-487-1395 OR VISIT http://www.myfloridalicense.com/dbpr/hr/licensing/GT_tempevents.html FOR MORE INFORMATION.

EVENT INSURANCE

LIMITS WILL IN MOST INSTANCES BE REQUIRED IN THE FOLLOWING AMOUNTS:

GENERAL AGGREGATE \$1,000,000 PRODUCTS AGGREGATE \$1,000,000

PERSONAL & ADVERTISING INJURY \$250,000 EACH OCCURRENCE \$250,000

FIRE LEGAL LIABILITY \$50,000 MEDICAL PAYMENTS \$2,000

CITY STAFF RESERVES THE RIGHT TO REQUEST INCREASED LIMITS DEEMED NECESSARY FOR CERTAIN HIGH-RISK ACTIVITIES. INDIVIDUALS, GROUPS WITHOUT INSURANCE, OR GROUPS THAT DO NOT PRODUCE AN APPROPRIATE CERTIFICATE OF INSURANCE TWO WEEKS PRIOR TO THE EVENT DATE WILL BE REQUIRED TO PURCHASE INDIVIDUAL EVENT POLICIES THROUGH THE CITY INSURANCE CARRIER AT LIMITS DEEMED NECESSARY BY CITY STAFF. PRICES FOR APPROPRIATE POLICIES ARE ESTABLISHED BY THE INSURANCE BROKER AND ARE NON-NEGOTIABLE. IF PROPER INSURANCE IS NOT OBTAINED OR PAID FOR AT LEAST TWO WEEKS PRIOR TO THE SCHEDULED EVENT, THE CITY RESERVES THE RIGHT TO CANCEL THE EVENT REQUEST.

PERMIT FEES

EVENTS WITH LESS THAN 25 IN ATTENDANCE: \$25.00 - NOT BEEN APPLIED INV 5321

EVENTS WITH 25 - 200 PEOPLE IN ATTENDANCE: \$150.00 EVENTS

WITH OVER 200 PEOPLE IN ATTENDANCE: \$1,000.00 - CK 534 (rental of pavilion)

FEES

OTHER FEES WILL BE ASSESSED IF DEEMED NECESSARY BY CERTAIN APPLICABLE DEPARTMENTS. ALTHOUGH NOT AN EXHAUSTIVE LIST, FEES MAY BE ASSESSED FOR POLICE OFFICERS, POLICE SUPERVISORS, FIRE PROTECTION, EMT PERSONNEL, STREET BARRICADING, ELECTRIC USAGE, NECESSARY MAINTENANCE STAFF, TRASH RECEPTACLES & COLLECTION, OTHER NECESSARY STAFF ON-SITE DURING EVENT HOURS, ETC. BONDS OF UP TO \$5,000,000 MAY BE REQUIRED AT THE DISCRETION OF CITY STAFF FOR EVENTS WITH ATTENDANCE OVER 500 PEOPLE AND EVENTS HOSTING CERTAIN HIGH-RISK ACTIVITIES. ALL FEES MUST BE PAID IN FULL IN CASH, CERTIFIED CHECK OR MONEY ORDER AT LEAST TWO WEEKS PRIOR TO THE EVENT DATE TO AVOID CANCELLATION.

MISCELLANEOUS POLICIES

- BOUNCE HOUSES, INFLATABLES, AND ANY TYPE OF RIDES ARE NOT ALLOWED ON CITY PROPERTY.
- EVENT ADVERTISING WILL NOT INCLUDE ANY REFERENCE OF ENDORSEMENT BY THE CITY OF WINTER GARDEN.
- TEMPORARY EVENT SIGNAGE MUST MEET CITY CODE REQUIREMENTS. CONTACT W.G. CODE ENFORCEMENT FOR INFO.
- THERE ARE OTHER SPECIAL REQUIREMENTS FOR MOTION PHOTOGRAPHY PRODUCTION.
- THERE ARE SPECIAL REQUIREMENTS FOR FIREWORKS.
- ANY EVENT UTILIZING PLANT ST. AND EFFECTIVELY CLOSING THE WEST ORANGE TRAIL MUST NOTIFY ORANGE COUNTY PARKS AND RECREATION AT 407-654-1108.
- IF ANY PORTION OF A STATE ROAD IS TO BE CLOSED, A STATE D.O.T. REQUEST FORM MUST BE OBTAINED FROM THE WINTER GARDEN POLICE DEPT., COMPLETED AND RETURNED TO THE WGPD TO BE FILED WITH THE STATE OF FLORIDA. SUCH REQUESTS SHOULD BE SUBMITTED AT LEAST SIX WEEKS PRIOR TO THE EVENT DATE.
- MAY BE REQUIRED TO MEET WITH CITY TO PRESENT DETAILS OF EVENT.

APPROVAL PROCESS

COMMUNITY DEVELOPMENT, ECONOMIC DEVELOPMENT, CITY MANAGER AND PARKS & RECREATION DEPARTMENTS WILL REVIEW ALL REQUESTS AND FORWARD TO ADDITIONAL DEPARTMENTS AS NEEDED. YOU MAY BE CONTACTED TO PROVIDE FURTHER INFORMATION. YOU WILL BE NOTIFIED OF INITIAL APPROVAL, ADDITIONAL FEE REQUIREMENTS AND IF FURTHER COMMISSION APPROVAL WILL BE REQUIRED IN 2 TO 4 WEEKS. CONDITIONS OF APPROVAL DOCUMENT MAY BE INCLUDED AS PART OF FINAL APPROVAL.

REVISED 02/23/2016

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 21 2014

WINTER GARDEN ART ASSOCIATION
127 S BOYD STREET
WINTER GARDEN, FL 34787

Employer Identification Number:
46-3481201
DLN:
204190274
Contact Person:
CUSTOMER SERVICE ID# 31981
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
June 11, 2013
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

WINTER GARDEN ART ASSOCIATION

Sincerely,

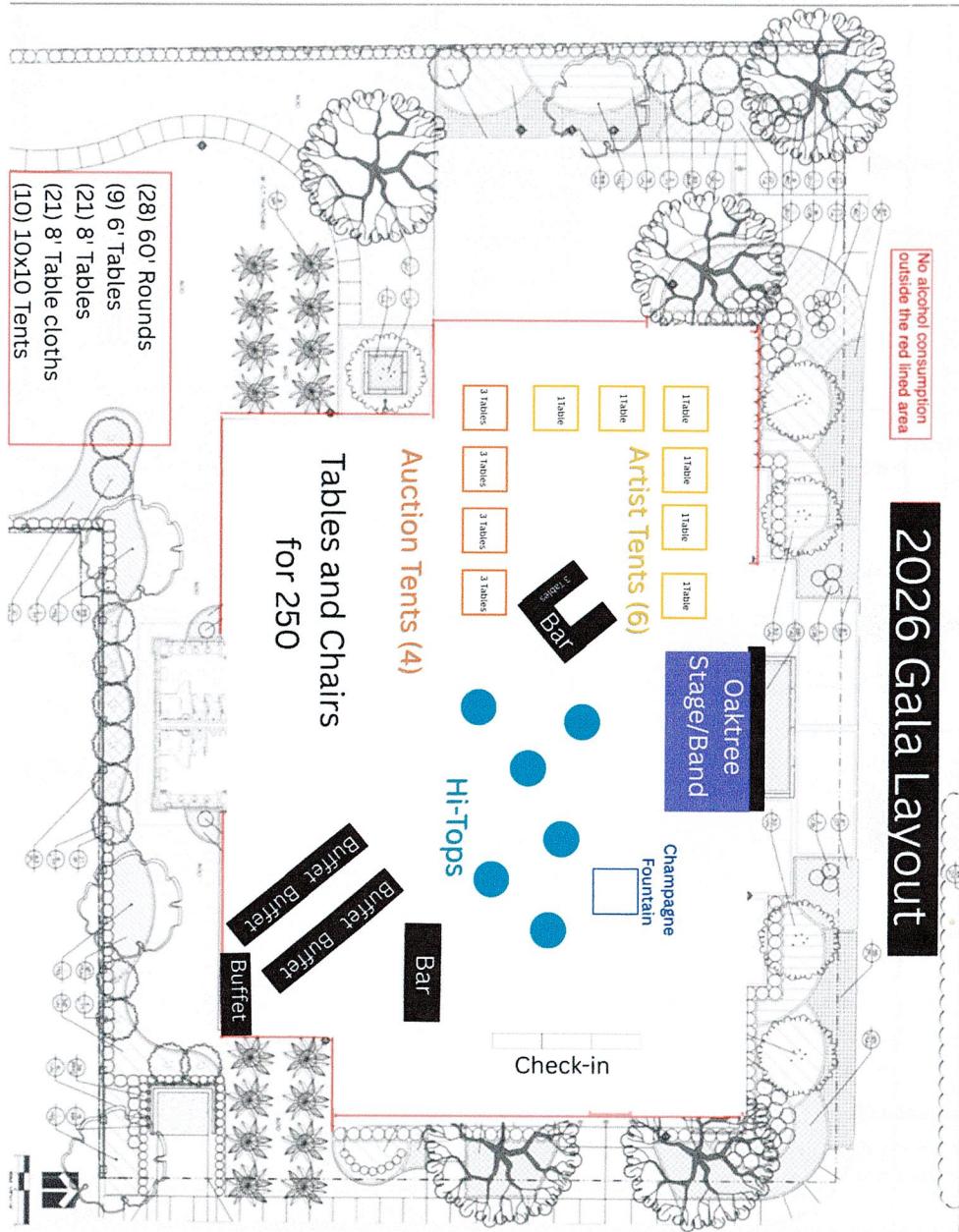
Tamera Ripporda

Director, Exempt Organizations

Letter 5436

No alcohol consumption
outside the red lined area

2026 Gala Layout



GALA 2026 layout-2.png



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Jo Barsh 317 West Road Ocoee FL 347615300	CONTACT NAME: Jo Barsh PHONE (A/C, No, Ext): 407-299-0301 E-MAIL ADDRESS: jo.barsh.dd75@statefarm.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Florida Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 10739
INSURED WINTER GARDEN ART ASSOCIATION 127 S BOYD ST WINTER GARDEN FL 347873501	

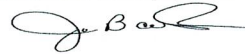
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	N	N	98-CZ-S283-2	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

CITY OF WINTER GARDEN 300 W PLANT ST WINTER GARDEN FL 34787	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  This form was system-generated on 08/25/2025
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ACORD 25 (2016/03)

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1001486 2005 155279 205 01-19-2023



THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Angee Grimmage, City Clerk

Via: Jon C. Williams, City Manager

Date: September 23, 2025

Meeting Date: October 9, 2025

Subject: Board Appointment – General Employee Pension Board

Issue: **Expired Term of Board Trustee – Gretchen Tope**

Discussion: A board appointment is required to fill an expired term ending September 30, 2025, for General Employee Pension Board trustee Gretchen Tope. This would fill a now 4-year term as per our code.

Recommended Action:

Recommendation to appoint one board member for the General Employee Pension Board for a 4-year term.

Attachments/References:

Board Appointment Interest Applications

- D1 – Ayhan Topgul
- D1 – Rebecca Hurst
- D2 – Benjamin LaTorre
- D3 – Lee Douglas
- D4 – Karina Martinez



CITY OF WINTER GARDEN - CITY CLERK'S OFFICE
300 WEST PLANT STREET - WINTER GARDEN, FL 34787
WWW.CWGDN.COM

BOARDS & COMMITTEES INTEREST

NAME: Ayhan Topgul

HOME ADDRESS: 1547 Juniper Hammock St. Winter Garden, FL 34787 DISTRICT # 1

PHONE: 321-888-9193 ALTERNATE: _____

EMAIL: readysailsail@icloud.com OCCUPATION: Finance Manager

U.S. CITIZEN? ☒ YES ☐ NO CITY RESIDENT? ☒ YES ☐ NO

REGISTERED VOTER? ☒ YES ☐ NO CITY EMPLOYEE? ☐ YES ☒ NO

PRIOR BOARD(S) YOU SERVED? Citizens Appeal Board

REFERENCE(S): _____ LICENSE/CERTIFICATION(S) _____

EDUCATION/EXPERIENCE: Bachelors/Political Sciene. Board Memeber, Guardian ad Litem Advocate.

ADDITIONAL CONSIDERATIONS _____

BOARD(S) OF INTEREST

THANK YOU FOR YOUR INTEREST IN SERVING ON ONE OF THE CITY'S BOARD/COMMITTEES.

VOLUNTEERS LIKE YOU ARE ESSENTIAL TO ENSURING THAT YOUR CITY GOVERNMENT IS RESPONSIVE TO THE NEEDS OF THE COMMUNITY.

PLEASE CHECK ALL THAT APPLY - SEE WEBSITE FOR DESCRIPTIONS

- | | | |
|---|---|--|
| ☐ Architectural Review & Historic Preservation | ☐ General Employees Pension Board* | ☐ Police & Firefighter Pension Board* |
| ☐ Code Enforcement Board* | ☐ Community Redevelopment Agency Advisory Board* | |
| ☐ Planning & Zoning Board* | ☐ Election Canvassing Board | |

PLEASE NOTE:

- ALL VOLUNTEERS MUST ADHERE TO FLORIDA STATE STATUTES AS APPLICABLE TO CONFLICTS OF INTEREST
- THIS APPLICATION WILL BE SUBMITTED TO THE CITY COMMISSION FOR CONSIDERATION
- (*) MEMBERS SERVING ON THESE BOARDS ARE REQUIRED TO FILE AN ANNUAL FINANCIAL DISCLOSURE
- THIS FORM BECOMES A **PUBLIC RECORD** ONCE SUBMITTED TO THE CITY CLERK'S OFFICE

QUESTIONS?

CONTACT - CITY CLERK'S OFFICE - 407-656-4111 EXT. 2297

E-MAIL: CITYCLERK@CWGDN.COM

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CITY CLERK

APPLICATIONS ARE KEPT ON FILE FOR ONE YEAR AND SUBMITTED FOR CONSIDERATION AS BOARD VACANCIES OCCUR



BOARDS & COMMITTEES INTEREST

NAME: Rebecca Hurst

HOME ADDRESS: 234 N. Lakeview Ave, WG, 34787 (aka "Birdhouse") DISTRICT # 1

PHONE: 615-260-4025 ALTERNATE: n/a

EMAIL: turtle177@gmail.com OCCUPATION: Foodservice Supply Chain Exec

U.S. CITIZEN? ☒ YES ☐ NO

CITY RESIDENT? ☒ YES ☐ NO

REGISTERED VOTER? ☒ YES ☐ NO

CITY EMPLOYEE? ☐ YES ☒ NO

PRIOR BOARD(S) YOU SERVED? Several in my industry, but none related to city governmental

REFERENCE(S): Nick Asma, Steve Pash LICENSE/CERTIFICATION(S) Several business & tech

EDUCATION/EXPERIENCE: BS Supply Chain, MBA, 25 years in foodservice supply chain leadership

ADDITIONAL CONSIDERATIONS After 44 years of being military & supply chain nomads, we are finally putting down roots and hoping to get more involved in helping our adoptive community.

BOARD(S) OF INTEREST

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☐ Architectural Review & Historic Preservation

☐ General Employees Pension Board*

☐ Police & Firefighter Pension Board*

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CITY OF WINTER GARDEN - CITY CLERK'S OFFICE
300 WEST PLANT STREET - WINTER GARDEN, FL 34787
WWW.CWGDN.COM

BOARDS & COMMITTEES INTEREST

NAME: Benjamin LaTorre
HOME ADDRESS: 753 Rainfall Drive DISTRICT # 2
PHONE: 407-394-9183 ALTERNATE: _____
EMAIL: blatorre4050@yahoo.com OCCUPATION: Auditor
U.S. CITIZEN? ☒ YES ☐ NO CITY RESIDENT? ☒ YES ☐ NO
REGISTERED VOTER? ☒ YES ☐ NO CITY EMPLOYEE? ☐ YES ☒ NO
PRIOR BOARD(S) YOU SERVED? Election
REFERENCE(S): Ron Mueller LICENSE/CERTIFICATION(S) _____
EDUCATION/EXPERIENCE: Masters in Accounting
ADDITIONAL CONSIDERATIONS Knights of Columbus

BOARD(S) OF INTEREST

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- | | | |
|--|--|---|
| ☒ Architectural Review & Historic Preservation | ☒ General Employees Pension Board* | ☒ Police & Firefighter Pension Board* |
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CITY OF WINTER GARDEN - CITY CLERK'S OFFICE
300 WEST PLANT STREET - WINTER GARDEN, FL 34787
WWW.CWGDN.COM

BOARDS & COMMITTEES INTEREST

NAME: Lee Douglas

HOME ADDRESS: 562 Home Grove Drive DISTRICT # 13

PHONE: 407-497-4077 ALTERNATE: _____

EMAIL: ldouglas0107@gmail.com OCCUPATION: Financial Collections Analyst

U.S. CITIZEN? ☒ YES ☐ NO CITY RESIDENT? ☒ YES ☐ NO

REGISTERED VOTER? ☒ YES ☐ NO CITY EMPLOYEE? ☐ YES ☒ NO

PRIOR BOARD(S) YOU SERVED? Canvassing Several business & tech

REFERENCE(S): Paul Caswell LICENSE/CERTIFICATION(S) _____

EDUCATION/EXPERIENCE: Masters of Business Administration from Stetson University

ADDITIONAL CONSIDERATIONS Have experience in political science

BOARD(S) OF INTEREST

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☐ Architectural Review &
Historic Preservation

☒ General Employees
Pension Board*

☒ Police & Firefighter
Pension Board*

☒ Code Enforcement Board*

☐ Community Redevelopment
Agency Advisory Board*

☒ Planning & Zoning Board*

☐ Election Canvassing Board

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CITY OF WINTER GARDEN - CITY CLERK'S OFFICE
300 WEST PLANT STREET - WINTER GARDEN, FL 34787
WWW.CWGDN.COM

BOARDS & COMMITTEES INTEREST

NAME: Karina Martinez

HOME ADDRESS: 15317 Beamleigh Road Winter Garden FL 34787 DISTRICT # 4

PHONE: 3863338519 ALTERNATE: _____

EMAIL: karinaamartinez0@gmail.com OCCUPATION: Paralegal

U.S. CITIZEN? ☒ YES ☐ NO CITY RESIDENT? ☒ YES ☐ NO

REGISTERED VOTER? ☒ YES ☐ NO CITY EMPLOYEE? ☐ YES ☐ NO

PRIOR BOARD(S) YOU SERVED? N/A

REFERENCE(S): N/A LICENSE/CERTIFICATION(S) Project Manager - Notary

EDUCATION/EXPERIENCE: Project Manager - Notary license

ADDITIONAL CONSIDERATIONS _____

BOARD(S) OF INTEREST

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