



**CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY CENTER
AGENDA
6:30 PM, Tuesday, October 13, 2020**

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. Each speaker will be permitted 3 minutes to address the Council. These time limits may be changed by the Mayor. Thank you for participating in your City Government.

**CALL TO ORDER
INVOCATION & PLEDGE OF ALLEGIANCE
PUBLIC COMMENTS
REPORTS
CONSENT AGENDA**

The next portion of the meeting is the consent agenda which contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Council wish to speak on a consent item, they have the same opportunity.

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| Item No. 1 - Meeting Minutes | Consider the Minutes for the September 3, 2020 First Budget Hearing, the September 8, 2020 Regular City Council Meeting, and the September 17, 2020 Final Budget Hearing. |
| Item No. 2 - Bid Award and Budget Amendment | Consider awarding contract to Wannemacher Jensen Architects, Inc. for Fire Station #2 Architectural Services in the amount of \$309,762 with a budget amendment in the amount of \$163,502. |
| Item No. 3 - Surplus Request | Consider declaring end of life inventory as surplus from the departments of: Public Services, Fire, Police, Development Services and City Clerk and dispose of in accordance with the Purchasing Policy. |
| Item No. 4 - Piggyback Agreement | Consider request to piggyback the Seminole County contract with National Metering Services, Inc to provide contractual services for the replacement of small water meters in the estimated annual budgeted amount of \$51,000.00. |
| Item No. 5 - Single/Sole Source Purchase | Recommend approval of single/sole source purchase from Parkson Corporation to repair automatic bar |

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| Item No. 6 - Miley Triplex Utility Easement | screen filter system in the total budgeted amount of \$57,072. |
| Item No. 7 - Consider 8th Street Entryway Event Signage | Consider granting easement to the City for access and maintenance of a water service and associated meters. |
| Item No. 8 - Phase 2 Downtown Streetscape Project, Contract Amendment, and Budget Amendment | Consider Clermont Masonic Lodge request for event signage on Nov. 13, 2020. |
| Item No. 9 - Phase 3 Streetscape Project Design Agreement | Consider approval of Phase 2 construction cost in the amount of \$4,901,467 with a budget amendment for \$2,544,867 and the Second Amendment to the contract with Traverse Group. |
| Item No. 10 - Resolution No. 2020-65R
<i>Allowance for Use of E-Signatures</i> | Consider Civil Engineering and Surveying Services Agreement with BESH-HALFF in the budgeted amount of \$306,385. |
| | Consider resolution in compliance with Florida Statutes that a governmental entity adopt a plan accepting electronic signature, seals, and notarization for official business. |

UNFINISHED BUSINESS

- | | |
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| Item No. 11 - Ordinance No. 2020-03 <i>Final CarMax Annexation</i> | Consider annexation of vacant parcel located east of CR 455 and north of SR 50, adjacent to the East Town Center Publix Plaza. |
| Item No. 12 - Ordinance No. 2020-04 <i>Final Carmax Comprehensive Plan Amendment</i> | Consider change to the future land use from Lake County High Density and Regional Commercial to Clermont Commercial for vacant parcel located east CR 455 and north of SR 50, adjacent to the East Town Center Publix Plaza. |
| Item No. 13 - Ordinance No. 2020-05 <i>Final CarMax Rezoning</i> | Consider rezoning from Lake County Planned Unit Development (PUD) to Clermont Planned Unit Development |

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(PUD) for vacant property located east of CR 455 and north of S.R. 50.

NEW BUSINESS

Item No. 14 - Lien Reduction Request

Consider lien reduction for 1600 Hancock Road (College Station Center).

Item No. 15 - Event, Road Closure and Open Container Request
Light Up Clermont

Consider allowing previously approved special events to resume and for Clermont Parks & Recreation to host the annual "Light Up Clermont" event with street closures and open container allowance on December 4 - 5, 2020.

Item No. 16 - Ordinance No. 2020-33
*Introduction
Land Development Code Amendment - Traffic Impact Study*

Consider amendment to the Land Development Code to clarify the applicant's financial responsibility for the City's review of a Traffic Impact Study for a project.

Item No. 17 - Ordinance No. 2020-34
*Introduction
Clermont Ridge Senior Villas Annexation*

Consider annexation of property located at 13625 North Jacks Lake Road

Item No. 18 - Ordinance No. 2020-35
*Introduction
Clermont Ridge Senior Villas CPA*

Consider changing the future land use from Lake County Urban Medium Density to Clermont High Density Residential for property located at 13625 North Jacks Lake Road.

Item No. 19 - Ordinance No. 2020-36
*Introduction
Clermont Ridge Senior Villas Rezoning*

Consider rezoning from Lake County Planned Unit Development (PUD) to Clermont Planned Unit Development (PUD) for property located at 13625 North Jacks Lake Road.

ADJOURN

Public Notice

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council 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 Council 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 Council Chambers or exit the City Council 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.

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Meeting agendas are available on the city website and are posted within the first floor of City Hall.

Should any person desire to appeal any decision of the City Council with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (352) 241-7331 (Voice) no later than two (2) business days prior to the proceeding or by contacting the City Clerk's Office at cityclerk@clermontfl.org. TTY users may call via 711 (Florida Relay Service) no later than two (2) business days prior to the proceeding.

Please be advised that if you intend to show any document, picture, video or items to the Council or Board in support or opposition to any item on the agenda; a copy of the document, picture, video or item must be provided to the City Clerk for the City's records.

City of Clermont
MINUTES
FIRST BUDGET PUBLIC HEARING
SEPTEMBER 3, 2020

The City Council met in a special meeting on Thursday, September 3, 2020 in the Clermont City Center. Mayor Ash called the meeting to order at 6:31 pm with the following Council Members present: Council Members Bates and Purvis. Council Member Travis was virtually present via Zoom.

Other City officials present were Assistant City Manager Dauderis, and City Clerk Howe.

OPENING COMMENTS

Assistant City Manager Dauderis stated the meeting was the first of two public hearings to adopt a millage rate and budget for Fiscal Year 2020-2021. The purpose of this meeting is to present to the public the recommended budget, including a proposed millage rate and a state the change from the roll back rate. In the tentative budget, the General Fund is based on 4.2061 millage rate for the sixth consecutive year. The millage rate will generate an additional \$1.3 million in ad valorem revenue. The General Fund is budgeted and balanced using both operating revenues and reserve dollars. The recommended budget does not include any new positions. The City's Enterprise Funds are financially sound. The budget sets the Downtown and the Waterfront as major priorities as stated in the City's Master Plan.

The proposed reserves for the General Fund will not meet the required 25% according to the reserves policy. A policy amendment is before the Council to allow for exceptions during times of unforeseen crisis. It is anticipated that the General Fund reserves will be made whole again by 2022.

Assistant City Manager Dauderis commended staff for making significant cuts in the current year budgets, and for their assistance in searching for efficiencies and help with the budget. The Final Budget Public Hearing is Thursday, September 17, 2020 at 6:30pm.

NEW BUSINESS

At the recommendation of Assistant City Manager Dauderis, the Council consented to hear the presentations on the resolutions together. City Clerk Howe read the resolutions into the record and read Resolution 2020-44R in its entirety. Finance Director Pam Brosonski presented a PowerPoint presentation to the City Council.

Item No. 1 – Resolution No. 2020-53R – *Reserves Policy*

Mayor Ash opened the floor for comments from the public; seeing no public come forth, the floor was closed.

Council Members Bates and Purvis asked if the policy would need to be revised each year. Director Brosonski replied that it would not need to be revised as the amended version provides for flexibility in times of crisis.

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MOTION TO APPROVE and adopt Resolution 2020-53R amending the General Fund Reserves policy made by Council Member Purvis. Seconded by Council Member Bates. Passed unanimously with all members present voicing aye.

Item No. 2 – Resolution No. 2020-44R – *Tentative FY 2021 Ad Valorem Millage Rate*

Mayor Ash opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE and adopt Resolution 2020-44R tentatively adopting a millage rate of 4.2061 mills made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

Item No. 3- Resolution No. 2020-45R – *Tentative FY 2021 Budget*

Mayor Ash opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE and adopt Resolution 2020-45R tentatively adopting the budget for FY 2020-21 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

CLOSING COMMENTS

Mayor Ash thanked the Finance Director and the City Manager and city staff for the sacrificial cuts made during the current year and for the fiscal restraint demonstrated in the proposed budget for Fiscal Year 2020-2021.

Council Member Purvis echoed the Mayor's comments and added that he is proud that the City was able to hold the millage rate without having any significant impact to services provided to residents.

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ADJOURN: With no further comments, this meeting adjourned at 6:49 pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
SEPTEMBER 8, 2020

The City Council met in a regular meeting on Tuesday, September 8, 2020 in the Clermont City Center. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Travis, Bates, and Purvis.

Other City officials present were City Manager Gray, City Attorney Mantzaris, Assistant City Manager Dauderis and Deputy City Clerk Lueth.

INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was observed in place of the invocation followed by the Pledge of Allegiance.

PROCLAMATION

Deputy City Clerk Lueth read the proclamation into the record. The proclamation was presented to Ms. Lindsey Collins of SRI Management Inc. in recognition of Assisted Living Week.

PRESENTATIONS

Hooks Street Alignment

City Manager Gray introduced Dwayne Darbone of Metro Consulting Group. City Manager Gray explained that this presentation will highlight the final development of the Hooks Street connection that will connect Hancock Road to Hartle Road.

Mr. Darbone from Metro Consulting presented a PowerPoint presentation. This is a two (2) phase project to complete the final extension of Hooks Street. The first phase involves engineering conducting a noise study, reviewing alignment options, and public involvement.

Public involvement starts tonight. There is a website that contains newsletters, environmental reports, etc. This concluded his presentation.

City Manager Gray informed the Council he asked for this presentation as Metro Consulting begins working with the County and the public for input so the Council is aware of the plan.

Mayor Ash asked if there were any dates set for the public input meetings.

Mr. Darbone responded that he is looking for a late October/early November for the next meeting. It will be an alternative paths meeting.

Mayor Ash asked where the meetings would be held. Mr. Darbone stated they had not finalized a location as of yet. City Manager Gray stated that they can use any of the City facilities if they wish.

Fiscal Year 2019 Annual Financial Report

Finance Director Pam Brosniski introduced Tammi Campbell of the audit firm McDermott Davis to present the audit report for Fiscal Year 2019.

Ms. Campbell informed the Council that the City had received a Certificate of Achievement. The City received a clean audit report which is the best report the City can receive. Ms. Campbell highlighted figures in the PowerPoint presentation. She stated the City has strong reserve funds which includes significant amounts of unrestricted reserve dollars. She explained that Enterprise funds which are made up of primarily water and sewer, are strong and well-funded. The City has consistently paid off its debt, and the City is in compliance with all laws and regulations.

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Ms. Campbell added that this year, the City was subject to a federal audit review and the firm found no issues. She concluded by stating that there are no problems with the City's internal controls.

Fiscal Year 2020 Quarterly Budget Presentation

Finance Director Pam Brosniski provided the quarterly finance report. She stated that ad valorem taxes are collected at the beginning of the year and spent throughout the year; they have collected 98.8% of the ad valorem projected revenues.

The One (1) Cent Sales Tax is not going to meet the 100% funded threshold and will end the year at 70% funded. The state shared revenues have also declined, and will also end the year just under 70%. Franchise fees are also low because Duke Energy did a rebate to customers due to Covid-19 which has caused delays in their payments. All other funds, except sanitation, has exceeded projections.

City Manager Gray said that staff has spent significant time cutting costs, and informed the Council they are now thinking the City is not going to take as big of a hit as initially thought.

PUBLIC COMMENTS

Charlene Harrison Forth. 939 W. DeSoto, Clermont - Talked about a fitness trail around Center Lake that is non-existent but keeps being printed in the paper. City Manager Gray informed the Council that the trail was taken out years ago before he was even City Manager and though putting a trail back around the lake is not part of the plan right now, he will look into it.

Vincent Nimicek. 4569 Barrister Drive, Clermont – Upset about the support for the Hooks Street expansion when Hartwood Marsh is a failing road. Accused City Manager Gray of not being responsive to him as a resident and lying to him. City Manager Gray informed the Council that he informed Mr. Nimicek to contact his assistant to schedule an appointment.

Greg Amann. 550 East Avenue, Clermont – Rose to support and defend City Manager Gray.

Mayor Ash asked if there was any more comments from the public; seeing no one come forth, the floor was closed from further comment.

A member of the public rose to speak after the floor was closed. Mayor Ash opened the floor upon consultation with City Attorney Mantzaris.

Joa Macnalie. 3296 White Blossom Lane, Clermont – Asked if video recordings were made available or if they were made available via Zoom for people who cannot attend the meetings. City Manager Gray informed Ms. Macnalie they are not available anymore and that it was only done so when the Council met remotely. Ms. Macnalie asked how people get information from the meeting. City Manager Gray responded they can contact the City Clerk's Office for minutes.

Mayor Ash added that audio tapes are also available from the City Clerk's office.

Seeing no further comments, Mayor Ash closed the floor from further comments.

REPORTS

CITY MANAGER REPORT

City Manager Gray asked the Council for guidance on how they would like to proceed with the RFQ process for the waterfront activation zone. The next step would be to have a public meeting for input.

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His recommendation is to push the public workshop until January next year. Council Member Travis agreed stating she would like to see a full City Council seated before moving forward on the project.

Council Member Purvis asked if there was a time limit or penalty for not having the meeting sooner. City Attorney Mantzaris replied that a consequence could be that a potential bidder withdraws a proposal.

City Manager Gray continued his report by informing the Council the Final Budget Public Hearing is Thursday, September 17 at 6:30 pm.

City Manager Gray continued his report by asking the Council to discuss the Great Floridian Triathlon. The Council has already approved the event, but currently under the Covid Phase 2 plan, the City should not allow any large scale events until Phase 3.

Mayor Ash asked what the Council can do if the City wants the event, but it goes against the Governor's order. Attorney Mantzaris explained that it is tricky to say as the orders are always evolving and the City would have to review whatever order is in place at the time of the event.

Council Member Travis asked how other cities are holding events. Attorney Mantzaris replied that it depends on how those events comply with the Center for Disease Control (CDC) guidelines. He stated that the authorities in those areas must be confident that the events will keep to the guidelines for Covid prevention and can maintain compliance with the Governor's orders.

Fred Sommers. Sommers Sports - This is the 30th year of the Great Floridian Triathlon. It has also been designated as the National Championship race for ultra-distance. The events that he held in June and July went extremely well. The events then were completely compliant with CDC regulations, US Track & Field guidelines, and other guidelines including some of their own. Mr. Sommers informed the Council about all the ways he can be compliant with social distancing guidelines.

The Great Floridian Triathlon has about 600 participants which is about half of the normal occupancy. As a triathlon, the event has social distancing built in naturally, and the differing sport events are separated.

Mr. Sommers explained these events are good for the local community. As the event promoter, they encourage participants to go downtown and visit business for food and drink.

Mr. Sommers stated he is concerned about the current position on opening events only in Phase 3. He believes that certain athletic events like his should not be grouped with events that concentrate people together.

At the end of the day, he wants to stay in Clermont, but from a business perspective they have to look for homes for their events where their events can be allowed.

Mayor Ash stated she wants to approve the events. If the Council has already given permission earlier in the year she does not see why they cannot move forward now.

Mayor Ash asked if the Council can consider and vote on an item not on the agenda. City Attorney Mantzaris said yes.

Council Member Purvis stated he has experience putting events together and knows the amount of planning and time that goes into them. He also stated that he has not lost sight of what these events promote. However, he cannot support any more public events until phase 3. He believes that Covid numbers will be up next month due to schools opening, and he cannot support this while the virus is uncontained.

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Council Member Bates asked if the City has denied other events. City Manager Gray informed him the City has denied other events. Council Member Bates said that he has a tough time approving some events and denying others.

Council Member Travis asked if the event could be held at a later date. Mr. Sommers replied that it could not be held later in 2020.

Mayor Ash stated they cannot make a rush decision. She requested a special meeting be held by the City Council on this topic.

City Manager Gray offered that they can place it on the budget hearing agenda for Thursday the 17th since it is an already advertised meeting.

CITY ATTORNEY REPORT

City Attorney Mantzaris – No report

CITY COUNCIL REPORT

Council Member Bates – No report

Council Member Purvis

- Live stream is available through non-city affiliated organizations. They are the South Lake TV and Inside Clermont.

Council Member Travis – No report

Mayor Ash – No report

CONSENT AGENDA

Mayor Ash advised the next item on the Agenda for consideration was the Consent Agenda and requested anyone wishing to have any item pulled for discussion to please come forward at this time.

Item No. 1 – Minutes Approval

Consider approval of the meeting minutes of the Regular City Council meeting held August 25, 2020

Item No. 2 – Surplus Request

Consider declaring end of life inventory as surplus from Information Technology Department and dispose of accordance with the Procurement Services policy.

Item No. 3 – Resolution No. 2020-49R

Consider approval of an updated Comprehensive Fee Schedule.

Item No. 4 – Request for Boat Ramp Closure

Consider boat ramp closure request from Sommer Sports on October 24, 2020 for the “Great Floridian Triathlon” at Waterfront Park.

Item No. 5 – Police Officers Collective Bargaining

Consider approval of proposed individuals to serve on the City’s negotiations team for the International Union of Police Associations, AFL-CIO Collective Bargaining.

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Item No. 6 – Imagine South Lake Charter Request Consider request for a waiver of charges form the 4th quarter billing for the School Resource Officer in the amount of \$23,224.50.

Item No. 7 – Parking Agreement Consider Parking Lease agreement for the Central Business District.

Mayor Ash asked the Council if there were any items they wished to pull from the agenda.

City Manager Gray informed the Council that item no. 4 would be pulled from the consent agenda as it is related to Mr. Sommers request; he also informed them that item no. 9 has been withdrawn.

Council Member Purvis asked that Item No. 7 be pulled for discussion.

MOTION TO APPROVE items 1-3, 5 and 6 of the Consent Agenda for September 8, 2020 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

Council Member Purvis stated he is pushing for parking downtown, but he is concerned about entering into agreements without the City having a plan. He referenced a conversation with the City Manager where the City Manager had told him that a discussion would be placed on an upcoming agenda. He wanted to know when that would happen.

City Manager Gray responded that the item was supposed to be on the August Workshop agenda, but was cancelled. He stated that the discussion was rescheduled and is on the agenda for this evening as Item No. 12.

Item No. 7 was moved for consideration until after Item No. 12.

NEW BUSINESS

Item No. 8 – Variance Request – 1411 16th Street

Planning and Development Services Director Curt Henschel presented a PowerPoint presentation to the Council. The applicant is asking for a variance of a twenty (20) foot rear-yard setback instead of a twenty-five (25) foot setback as in the code. The proposal is to encroach five (5) feet into the rear yard setback. After review, staff recommends approval of the variance request.

Patrick Bianchi, 752 W. Montrose Street, Clermont – *applicant representative*. Mr. Bianchi informed the Council that they are not changing any of the impervious surface. He also submitted into the record letters from all the surrounding neighbors not objecting to the proposed project.

Council Member Travis asked why the application says David Houston. Mr. Bianchi explained that the Houston's are the property owners and he is their representative.

Mayor Ash opened the floor for comments from the public; seeing no public come forth the floor was closed.

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MOTION TO APPROVE the variance request for 1411 16th Street made by Council Member Bates. Seconded by Councilmember Purvis. Passed unanimously with all members voicing aye.

Item No. 9 – Variance Request – *Perimeter Park West*

This item was withdrawn from the agenda.

Item No. 10 – Variance Request - 224 Carroll Street

City Planner John Kruse provided the staff presentation via a PowerPoint. The applicant is requesting a variance for an unpermitted utility shed. The property owner has been cited by Code Enforcement. The shed requires a variance in order to leave it in its current position. The owner will get a permit if the variance is granted. After review, staff recommends denial of the request.

Henry Tacke. 224 Carroll Street, Clermont – *applicant*. Informed the Council that the home does not allow space on the side or the rear yard for the storage shed.

Mayor Ash opened the floor for comments from the public; seeing no public come forth the floor was closed.

Council Member Bates asked if there are storage units in the front yard in other properties in Clermont. Planner Kruse responded there are examples, but they are not common, and may have been in existence prior to the adoption of the regulation.

MOTION TO DENY the variance request for 224 Carroll Street made by Council Member Travis. Seconded by Council Member Purvis. Passed 3-1 with Mayor Ash dissenting.

Item No. 11 – Event and Road Closure Request

Parks and Recreation Director Scott Davidoff informed the Council that applicant requests the agenda item be moved to Thursday the 17th to be heard in conjunction with the Sommers event request.

The Council consented to the item being heard on Thursday the 17th.

Item No. 12 – Downtown Parking

City Manager Gray introduced the agenda item saying the City had wanted to do a parking study of the downtown in support of the Downtown Master Plan. Since the City has invested in the downtown, the community is now starting to see the private investors investing into the downtown. City Manager Gray stated the City has the firm Kittelson & Associates on continuing contract to assist the city with traffic engineering.

Adam Berguff. Kittelson and Associates – *Contract Consultant*. Mr. Berguff presented a PowerPoint presentation and read from the slides. According to the presentation, there is a mix of public and private parking throughout the downtown. There are 406 private parking space downtown. There are 417 street spaces and 232 public parking spaces. These figures do not include the 182 spaces in the waterfront area. For leased surface spaces there are an additional 388 spaces. There are 1,443 space in total. Mr. Berguff concluded that based on their analysis there is a surplus of parking.

City Manager Gray informed the Council that since the conclusion of the analysis, a lease agreement has expired. This means there are 44 less spaces which means there are 1,399 spaces in total available.

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Mr. Berguff added that Covid-19 has hampered occupancy use study.

City Manager Gray reminded the Council about options of leased parking and the master plan includes a parking structure in the future. He highlighted a couple locations. He also reminded Council the downtown area currently exceeds the required shared parking spaces as required in the code.

City Manager Gray thanked the Downtown Partnership for their contributions and recommendations for the analysis. He appreciates their push for a downtown parking structure.

Mayor Ash opened the floor for comments from the public.

Keith Mullins – Wants the Council to adjust their formula for accounting for barber and beauty shops. Mr. Mullins believes it should be based on chairs. Also, told the Council that downtown needs more handicap and pregnant parking. When his customers have a parking problem, his register has a cash problem. Supports the overall concept.

Mark Graff, 1944 Bradley Circle – Wanted to know how long it will take to actually identify, purchase, design and construct a parking structure. City Manager Gray responded that it would take a few years. Mr. Graff stated that he feels that the Council needs to say yes now, so it can be built later, and if they wait, they will have a problem.

Chris Ballard, 773 W. Montrose, Clermont – His customers are mostly seniors. He says that the survey does not take into account elevation and the parking at the Methodist church is too far uphill for many of his customers. Agrees with need for more handicap parking. Supports more centralized parking overall.

Charlene Forth, 939 W. DeSoto Street, Clermont – Feels that Clermont is years behind. Supports a parking structure now.

Bill Ellison – Parking has always been a problem. Families with strollers do not want to walk three blocks in the rain. They will go somewhere else.

Allison Strange, 1120 W. Lakeshore Drive, Clermont – Encouraged the Council to consider families and their needs.

Kimberly Grogan, 1030 W. Lakeshore Drive, Clermont – Complained about downtown employees utilizing street parking. Would like to see time restrictions on street parking.

Seeing no one else come forth, Mayor Ash closed the floor from further comments.

City Manager Gray stated the City has made an offer on the Dehoyas property. He informed the Council that if they wish, he can bring options to them at the October Council workshop so that the initial planning would be done this calendar year.

Council Member Purvis and Travis stated that they want to see estimated figures at the workshop as well.

NO ACTION TAKEN

Agenda Item No. 7 was considered at this time.

City Manager Gray clarified for the Council that this is property located across from the brewery and they can get about 100 spaces out of the lease agreement.

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Director Henschel added this site is both paved and grass.

Mayor Ash opened the floor for comments from the public.

Joa Macnalie – Asked the Council for clarification on the location.

Charlene Forth, 939 W. Desoto Street, Clermont – Opposes lease agreement.

City Manager Gray informed the Council there are no general fund tax dollars paying for the lease agreements. They are paid for by the downtown property owners CRA fund.

Bill Ellison – Parking lease needs to happen. Without this lease, his business is dead because this is the primary location for his customers.

Keith Mullins, Drew Ave, Clermont – Supports the lease agreement.

Allison Strange, 1120 W. Lakeshore Drive, Clermont – Supports the lease agreement. Against the Dehoyas property being used for a parking garage.

Seeing no one else come forth, the floor was closed.

Council Member Bates stated he is confused because the presentation just stated the City has a surplus of parking, but now the Council is being asked to add more. City Manager Gray stated that the 100 spots in the lease agreement was included in the surveys count. If the City does not renew the lease agreement. Mr. Stringfellow could develop the lot as it will return to being private property.

Council Member Travis reminded the Council that Mr. Stringfellow has a development plan for condos on that lot.

Councilmember Purvis stated that he would like to see the agreement have a one (1) year notice of termination requirement. Attorney Mantzaris stated that it currently only has a sixty (60) day termination notice.

MOTION TO APPROVE the lease agreement for downtown parking made by Councilmember Travis. Seconded by Councilmember Purvis. Passed 3-1 with Councilmember Purvis dissenting.

Item No. 13 – Ordinance No. 2020-31 – INTRODUCTION

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA; AMENDING CHAPTER 70 “WATERWAYS” OF THE CODE OF ORDINANCES, CREATING ARTICLE I “SPEED LIMITS”, SECTION 70-1 “AUTHORITY”, SECTION 70-2 “DEFINITIONS”, SECTION 70-3 “IDLE SPEED NO WAKE ZONES, SECTION 70-4 “ADOPTION OF SPEED LIMITS” AND SECTION 70-5 “ENFORCEMENT AND PENALTY”; PROVIDING FOR THE ERECTION OF SIGNS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Lueth read the legal title into the record.

Council Member Travis asked if the enforcement zone includes the boathouse. City Attorney Mantzaris stated that the enforcement zones do include an area by the boathouse.

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MOTION TO INTRODUCE for future consideration Ordinance No. 2020-31 made by Council Member Bates. Seconded by Councilmember Travis. Passed unanimously with all members voicing aye.

Item No. 14 – Ordinance No. 2020-32 – INTRODUCTION

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 54 “STREETS, SIDEWALKS AND OTHER PUBLIC PLACES”, ARTICLE V, “PARKS AND RECREATION AREAS”, AMENDING SECTION 54-122 “DEFINITIONS”; CREATING NEW SECTION 54-129 “BICYCLES, MICROMOBILITY DEVICES AND MOTORIZED SCOOTERS” OF THE CITY CODE, PROVIDING FOR DEFINITIONS, PROHIBITION OF OBSTRUCTION OF STREETS, SIDEWALKS AND TRAILS, PROHIBITION OF MOTORIZED SCOOTERS AND MICROMOBILITY DEVICES IN CITY PARKS AND ON CITY TRAILS, AND STAGING OF BICYCLES, MICROMOBILITY DEVICES AND MOTORIZED SCOOTERS; RENUMBERING “ENFORCEMENT; PENALTIES” TO SECTION 54-130 OF THE CLERMONT CITY CODE; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, CODIFICATION, PUBLICATION AND AN EFFECTIVE DATE.

MOTION TO INTRODUCE for future consideration Ordinance No. 2020-32 made by Council Member Bates. Seconded by Council Member Travis. Passed unanimously with all members voicing aye.

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ADJOURN: With no further comments, this meeting adjourned at 8:35 pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

City of Clermont
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FINAL BUDGET PUBLIC HEARING
SEPTEMBER 17, 2020

The City Council met in a special meeting on Thursday, September 17, 2020 in the Clermont City Center. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Bates, Travis and Purvis.

Other City officials present were: City Manager Gray, City Attorney Mantzaris and City Clerk Howe.

OPENING COMMENTS

City Manager Gray reviewed the outline of the meeting. In addition to the budget public hearing, two items were added regarding event requests. The meeting has been advertised as a special meeting, so they are able to vote on the items.

City Manager Gray stated that this is the final budget public hearing for FY 2020/2021. The purpose of this meeting is to present the final city budget including the final ad valorem millage rate and the change from rolled back rate. By definition the roll back rate is the rate when applied to the current years taxable value that funds city operations at the same level as the prior year.

The notice of the proposed tax increase has been done in accordance with Florida Statutes. City Manager Gray explained that even though the millage rate is the same as the prior years, they are required to advertise it as an increase due to the increase in the City's taxable value. He reemphasized for the Council and public in attendance that the City is not raising taxes. This will be the sixth consecutive year with the same millage rate of 4.2061.

The millage rate will generate an additional \$1.3 million in ad valorem tax revenues for Fiscal Year 2020/21. The general fund will partially be funded from reserves as was approved by the Council at the first budget public hearing. The budget includes no new positions. The City's enterprise funds are sound as are the funds for the maintenance of facilities and infrastructure. Priorities for the City remain the implementation of the City's master plan. Additionally, they have included the construction of the new public services facility on Hancock Road.

City Manager Gray stated that though they are presenting a balanced budget. The City had to use reserve dollars to balance the budget this year. The goal is to keep reserves at 25% and there is a plan to return to that level next year. City Manager Gray also discussed reviewing the budget in January after the fiscal year ends to review the true damage caused by Covid-19 and reevaluate the budgets unfunded items. He commended senior staff on finding \$700,000 to cut out of the FY 2019/20 budget to continue to fund services and applauded all city staff for continuing to provide exceptional services.

City Clerk Howe read Resolution 2020-59R into the record in its entirety. City Clerk Howe read Resolution 2020-60R into the record by title only.

Finance Director Pamela Brosniski presented the budget and millage rate to the Council via a PowerPoint presentation. She reviewed the General Fund Budget total of \$40.6 million, which is \$729,000 or 2% less than the current year's budget. General Fund Reserves for Fiscal Year 2020/21 will be at 19%. The dip below the required 25% is allowed by Resolution No. 2020-53R which states that the Council, in times of unforeseen circumstances, may deviate from the 25% target. Finance Director Brosniski concluded her presentation by informing the Council that City property tax collections is projected to be \$14.2 million or \$1.3 million higher than last year. She also displayed what the figures would be under an adopted roll back rate.

Mayor Ash opened the public hearing for comments of the public; seeing no public come forth Mayor Ash closed the floor.

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City Manager Gray commented prior to the vote that while the General Fund is made up of several revenue sources, those revenues that are going down. These include sales tax dollars, state shared dollars, recreation dollars and all of those goes into the General Fund. The other consideration is that residents may have a homesteaded property, or a homestead exemption that bring their assessed value down.

Council Member Purvis complimented staff and commended the Council and staff leadership. The City have not laid off one (1) person or reduced the salary of any staff. He stated that that is his intention going forward and it speaks volumes to the character of this city. He thanked all involved.

Council Member Travis pointed out that when looking at TRIM Notice, other taxing authorities have increased and Clermont did not.

Item No. 1 – Resolution No. 2020-59R – Final FY 2021 Ad Valorem Millage Rate

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE FINAL AD VALOREM MILLAGE RATE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING FOR COLLECTION OF TAXES; PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE the ad valorem tax rate of 4.2061 for Fiscal Year 2020/21 contained in Resolution No. 2020-59R made by Council Member Bates. Seconded by Council Member Travis. Passed unanimously (4/0) with all members present voicing aye.

Item No. 2- Resolution No. 2020-60R – Final FY 2021 Budget

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE 2020-2021 FISCAL YEAR; PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE the budget contained in Resolution No. 2020-60R for Fiscal Year 2020/21 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously (4/0) with all members present voicing aye.

Item No. 3 – Sommer Sports Event Request

Parks and Recreation Director Scott Davidoff made the staff presentation. The applicant's request is for The Great Floridian Triathlon set to occur on October 24, 2020 while the City is still in Phase 2 or reopening. Under the current plan, there shall be no special events to occur during Phase 2 due to social distancing requirements. In observance of social distancing requirements, the applicant is planning to utilize both Waterfront Park and Victory Pointe. The applicant is also requesting approvals for events on October 17, 31 and December 19. The Council previously had approved these events prior to the Covid pandemic.

Fred Sommer, Sommer Sports, Clermont – *Applicant*. In regards to the boat ramp closure request, swimmers go out to the middle of Lake Minneola, and there is a danger even though they hire Lake County Marine Patrol. Mr. Sommer stated that he has conducted two events in June and July and they followed social distancing successfully with no participants contracting Covid-19. He stated that he talked to US Triathlons earlier in the week and they agreed to wait until this meeting to determine if they can keep The Great

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Floridian Triathlon as the 2020 Championship race. Mr. Sommer highlighted some of the precautions they are taking to ensure social distancing.

Mayor Ash opened the floor for comments from the public.

Greg Ammon, 550 East Avenue, Clermont – stated he is in full support of this request.

Josh Castleman, 392 W. Osceola Street, Clermont – Supports the request.

Charlene Forth, 939 W. Desoto Street, Clermont – Requested that the water be tested in Lake Minneola to ensure people are safe. She stated that she has heard that Victory Pointe is adding contaminants to the lakes.

City Manager Gray interjected and asserted to the Council that there are no water quality issues with Victory Pointe. The City has an automatic monitoring system and they do additional testing weekly in addition to the Lake County Water Authority.

Randy Everman, 2430 Woodwill Hill Court – Spoke in support of the events. Informed the Council that the events held by Sommer Sports in June and July are being held up across the country as successful examples of how to hold a race under Covid restrictions.

Seeing no further comments, Mayor Ash closed the floor, and brought the issue to Council.

City Manager Gray reminded the Council that these events have been approved already, and the City did allow events in June and July. When the numbers spiked in July, the City felt it best to cease having events in observance of social distancing as Phase 2 does not allow for more than 50 people. He told the Council that if they want to move forward with events, staff feels comfortable. Communications Director Kathryn Deen and Director Davidoff have talked to the Health Department and Clermont's numbers are low; 34711 is lower than all of Lake County.

Council Member Bates expressed full support for the events, but has concerns about the boat ramp closure.

Parks and Recreation Director Davidoff stated that the boat ramp closure is only for the Great Floridian – not for all four (4) events.

City Manager Gray added that the ramp will be reopened by noon of race day.

Council Member Purvis stated that since last discussion on this subject, he has done more reading on Covid-19 and has a different outlook. He disclosed that he has spoken with Fred Sommer prior to the meeting. He added that he is hesitant to approve all the races, he would like to approve just one and then let staff decide if the rest can continue.

Mayor Ash replied that would be automatic; if it is not successful, Mr. Sommer will make changes for the next one. She believes that they have a handle on what to do and that holding off on the others is unnecessary. If there are problems, they will adjust.

Council Member Travis stated her full support of events.

MOTION TO APPROVE the events for October 17, 20, 31 and December 19 made by Council Member Bates. Seconded by Council Member Travis. Passed unanimously with all members present voicing aye.

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Item No. 4 – Event and Road Closure Request

Parks and Recreation Director Davidoff provided the staff presentation. The applicant is seeking approval for a race on November 21, 2020 through Downtown Clermont. Their race is different than the previous one as it is requesting road closures as listed in the packet. Per usual practice, Clermont Police Department will recommend the correct number of officers to ensure traffic flow.

Allison Strange, 700 Almond Street – *Applicant's Representative*. Ms. Strange spoke to the request. The organizers have not heard any opposition to this request. She also asked the Council to consider establishing race routes/courses within the City that can be easily approved by the Council.

Kim Grogan, Flo-Dash Events – *Applicant*. Ms. Grogan stated that they have not received any negative feedback on this course. Businesses will be able to open the morning of the races.

Mayor Ash opened the public hearing for comments from the public.

Charlene Forth, 939 W. Desoto Street, Clermont – Expressed concern with notifying neighborhoods of event.

Dani Page, Tuscany Ridge, Clermont – Asked about a workshop that was supposed to happen. Disagreed with having this at a special meeting agenda.

Keith Mullins, 640 Drew Avenue, Clermont – This route is primarily in the business district. He has no problem. Encouraged approval.

J. Brian Miles, 104 Isabelle Street, Clermont – Spoke in support.

Hearing no further comments, Mayor Ash closed the public hearing.

Council Member Bates supported the event and expressed concerns about notification. Asked residents are on the route.

Unknown Speaker – *Applicant*. Stated she printed 400 letters and went door to door herself. She received positive comments and residents welcomed the event.

Ms. Grogan stated that she believes there are 40 to 50 residents directly on the course route. Most live on 4th Street, Carroll and W. Osceola. A lot of the route is commercial.

Council Member Bates asked why the City does not notice the event.

City Manager Gray responded that the event is not a city event, so it is not noticed or promoted by the City. However, the City does have criteria that must be adhered to. One of those criteria is for the event organizers to notify businesses and residents on the route. City Manager Gray also informed the Council that a discussion was planned for the canceled August workshop, and due to time constraints they were placed on the current agenda.

Council Member Purvis stated he would like to see a larger discussion at a workshop on this topic.

Council Member Travis asked where the finish line is located. Ms. Grogan stated the race will finish at Victory Pointe.

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City Manager Gray stated that the majority of the City's 5K runs is on the trail. However, with so many non-competitors on the trail, it is hard to have a race on the trail. City Manager Gray informed the Council that he would place this on the workshop agenda for October. We have police officers at these locations. Residents can get out safely.

MOTION TO APPROVE the November 21, 2020 event for Flo-Dash sports made by Diane Travis. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

City of Clermont
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FINAL BUDGET PUBLIC HEARING
SEPTEMBER 17, 2020

ADJOURN: With no further comments, this meeting adjourned at 7:32 pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, October 13, 2020		
Agenda Item Name		
Bid Award and Budget Amendment		
Requested Action		
Recommend to approve contract between the City of Clermont and Wannemacher Jensen Architects, Inc. to provide architectural services for Fire Station #2 and the budget amendment.		
Staff Report		
The evaluation committee recommends approval of the above action. The Procurement Services Department issued a Request for Qualifications (RFQ) number 20-022 on April 2, 2020 to obtain the services of a qualified firm to provide architectural services for Fire Station #2. The RFQ was fully competed, advertised and complies with the City of Clermont Procurement Services Policy. There were eleven (11) responses to the RFQ. An evaluation committee composed of five City staff members (four voting members and one non-voting member) reviewed, scored and ranked the qualifications. Wannemacher Jensen Architects, Inc. was the top ranked firm selected for their qualifications, knowledge and experience of fire stations. The Procurement Services Director entered into negotiations with the top ranked firm, Wannemacher Jensen Architects, Inc., which resulted in a reduction in fees from \$357,596 to \$309,762 a difference of \$47,834. The reduction in fees did not affect the level of service. The scope of services includes design, construction documents and construction administration, civil engineer, landscape, geotechnical report and surveys to name a few. The proposed work involves the demolition of the current Fire Station #2 and the construction of a new Fire Station with a three-bay drive through with accommodations for up to ten personnel. The award recommendation is being made to the most qualified architectural firm Wannemacher Jensen Architects, Inc. The budget amendment in the amount of \$163,502 will be from reserves in the Infrastructure Fund (\$39,597) and Fire Impact Fund (\$123,905). The estimated allocation between funds is 60% Infrastructure and 40% Fire Impact based on the proposed square footage.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$309,762 is funded with a budget amendment in the amount of \$163,502 from reserves in the Infrastructure Fund (\$39,597) and Fire Impact Fund (\$123,905) along with the remaining funds from FY 2020 in the amount of \$146,260 in the Infrastructure Fund that will be carried forward to FY 2021. Account Code: 12522-66900-22101 \$185,857.00 Account Code: 16522-66900-22101 \$123,905.00		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	RFQ 20-022 Response Tabulation	RFQ 20-022 Response Tabulation.pdf
2.	RFQ 20-022 Evaluation Summary	RFQ 20-022 Evaluation Summary.xlsx
3.	RFQ 20-022 Ranking Order	RFQ 20-022 Ranking Order.pdf
4.	RFQ 20-022 Award Recommendation	RFQ 20-022 Award Recommendation.pdf
5.	Fire Station #2 Fee Proposal	20.09.24 Clermont Fire Station WJA Fee Proposal.pdf



RESPONSE TABULATION

RFQ 20-022, ARCHITECTURAL SERVICES FOR FIRE STATION #2

DUE DATE/TIME: MAY 21, 2020 AT 2:00 P.M. (EST)

COMPANY NAME	ADDN. 1	ADDN. 2	1-DIGITAL COPY
Bentley Architects & Engineers, Inc. – Longwood, FL	Y	Y	Y
Brame Heck Architects, Inc. – Gainesville, FL	Y	Y	Y
Fawley Bryant Architects, Inc. d.b.a. Fawley Bryant Architecture – Sarasota, FL	Y	Y	Y
Forefront Architecture & Engineering, LLC. – Clermont, FL	Y	Y	Y
GatorSkitch Corporation – Clermont, FL	Y	Y	Y
KTH Architects, Inc. – Orlando, FL	Y	Y	Y
Powell Studio Architecture, LLC – Clermont, FL	Y	Y	Y
Schenkel & Shultz, Inc. – Orlando, FL	Y	Y	Y
Strollo Architects, Inc. – Orlando, FL	Y	Y	Y
The Lunz Group, Inc. – Celebration, FL	Y	Y	Y
Wannemacher Jensen Architects, Inc. – St. Petersburg, FL	Y	Y	Y
Encourage Branding & Events, LLC.	Nonresponsive		

RFQ 20-022 Evaluation Summary for Architectural Services for Fire Station #2

Evaluation Closing Date: June 22, 2020 at 5:00 P.M.

GatorSkтч Corporation					Evaluator 1			Evaluator 2			Evaluator 3		
Criteria	Weight	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points
TAB A - Introduction Letter	5%	8.5 of 10	4.25%	4.25 of 5 pts	10 of 10	5%	5 of 5 pts	8 of 10	4%	4 of 5 pts	8 of 10	4%	4 of 5 pts
TAB B - License and Insurance	5%	9 of 10	4.5%	4.5 of 5 pts	10 of 10	5%	5 of 5 pts	10 of 10	5%	5 of 5 pts	6 of 10	3%	3 of 5 pts
TAB C - Company Background	10%	7.13 of 10	7.13%	7.13 of 10 pts	7 of 10	7%	7 of 10 pts	6.5 of 10	6.5%	6.5 of 10 pts	7 of 10	7%	7 of 10 pts
TAB D - Company Project Experience	15%	7.25 of 10	10.88%	10.88 of 15 pts	6 of 10	9%	9 of 15 pts	6 of 10	9%	9 of 15 pts	8 of 10	12%	12 of 15 pts
TAB E - Personnel Experience	20%	9.25 of 10	18.5%	18.5 of 20 pts	10 of 10	20%	20 of 20 pts	10 of 10	20%	20 of 20 pts	9 of 10	18%	18 of 20 pts
TAB F - Experience of Subcontractors	10%	7 of 10	7%	7 of 10 pts	3 of 10	3%	3 of 10 pts	10 of 10	10%	10 of 10 pts	8 of 10	8%	8 of 10 pts
TAB G - Methodology and Approach	10%	8.5 of 10	8.5%	8.5 of 10 pts	9 of 10	9%	9 of 10 pts	9 of 10	9%	9 of 10 pts	8 of 10	8%	8 of 10 pts
TAB H - Risk Assessment Plan	10%	8 of 10	8%	8 of 10 pts	7 of 10	7%	7 of 10 pts	9 of 10	9%	9 of 10 pts	8 of 10	8%	8 of 10 pts
TAB I - Business Location	5%	5 of 5	5%	5 of 5 pts	5 of 5	5%	5 of 5 pts	5 of 5	5%	5 of 5 pts	5 of 5	5%	5 of 5 pts
TAB J - Quality of Submittal	10%	8.63 of 10	8.63%	8.63 of 10 pts	7 of 10	7%	7 of 10 pts	8.5 of 10	8.5%	8.5 of 10 pts	10 of 10	10%	10 of 10 pts
		78.25 of 95	82%	82.38 of 100 pts	74 of 95	77%	77 of 100 pts	82 of 95	86%	86 of 100 pts	77 of 95	83%	83 of 100 pts

Fawley Bryant Architecture					Evaluator 1			Evaluator 2			Evaluator 3		
Criteria	Weight	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points
TAB A - Introduction Letter	5%	7.38 of 10	3.69%	3.69 of 5 pts	9 of 10	4.5%	4.5 of 5 pts	7.5 of 10	3.75%	3.75 of 5 pts	6 of 10	3%	3 of 5 pts
TAB B - License and Insurance	5%	9 of 10	4.5%	4.5 of 5 pts	10 of 10	5%	5 of 5 pts	10 of 10	5%	5 of 5 pts	6 of 10	3%	3 of 5 pts
TAB C - Company Background	10%	7.38 of 10	7.38%	7.38 of 10 pts	8 of 10	8%	8 of 10 pts	8.5 of 10	8.5%	8.5 of 10 pts	6 of 10	6%	6 of 10 pts
TAB D - Company Project Experience	15%	8.5 of 10	12.75%	12.75 of 15 pts	8 of 10	12%	12 of 15 pts	10 of 10	15%	15 of 15 pts	8 of 10	12%	12 of 15 pts
TAB E - Personnel Experience	20%	9 of 10	18%	18 of 20 pts	10 of 10	20%	20 of 20 pts	10 of 10	20%	20 of 20 pts	8 of 10	16%	16 of 20 pts
TAB F - Experience of Subcontractors	10%	7.25 of 10	7.25%	7.25 of 10 pts	3 of 10	3%	3 of 10 pts	10 of 10	10%	10 of 10 pts	7 of 10	7%	7 of 10 pts
TAB G - Methodology and Approach	10%	8.5 of 10	8.5%	8.5 of 10 pts	10 of 10	10%	10 of 10 pts	9 of 10	9%	9 of 10 pts	7 of 10	7%	7 of 10 pts
TAB H - Risk Assessment Plan	10%	8.88 of 10	8.88%	8.88 of 10 pts	10 of 10	10%	10 of 10 pts	8.5 of 10	8.5%	8.5 of 10 pts	8 of 10	8%	8 of 10 pts
TAB I - Business Location	5%	1.5 of 5	1.5%	1.5 of 5 pts	2 of 5	2%	2 of 5 pts	2 of 5	2%	2 of 5 pts	2 of 5	2%	2 of 5 pts
TAB J - Quality of Submittal	10%	8.75 of 10	8.75%	8.75 of 10 pts	9 of 10	9%	9 of 10 pts	9 of 10	9%	9 of 10 pts	8 of 10	8%	8 of 10 pts
		76.13 of 95	81%	81.19 of 100 pts	79 of 95	84%	83.5 of 100 pts	84.5 of 95	91%	90.75 of 100 pts	66 of 95	72%	72 of 100 pts

SchenkelShultz					Evaluator 1			Evaluator 2			Evaluator 3		
Criteria	Weight	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points
TAB A - Introduction Letter	5%	8.25 of 10	4.13%	4.13 of 5 pts	10 of 10	5%	5 of 5 pts	10 of 10	5%	5 of 5 pts	6 of 10	3%	3 of 5 pts
TAB B - License and Insurance	5%	7.75 of 10	3.88%	3.88 of 5 pts	10 of 10	5%	5 of 5 pts	10 of 10	5%	5 of 5 pts	6 of 10	3%	3 of 5 pts
TAB C - Company Background	10%	7.75 of 10	7.75%	7.75 of 10 pts	9 of 10	9%	9 of 10 pts	9 of 10	9%	9 of 10 pts	6 of 10	6%	6 of 10 pts
TAB D - Company Project Experience	15%	8.5 of 10	12.75%	12.75 of 15 pts	8 of 10	12%	12 of 15 pts	10 of 10	15%	15 of 15 pts	8 of 10	12%	12 of 15 pts
TAB E - Personnel Experience	20%	8.75 of 10	17.5%	17.5 of 20 pts	9 of 10	18%	18 of 20 pts	10 of 10	20%	20 of 20 pts	7 of 10	14%	14 of 20 pts
TAB F - Experience of Subcontractors	10%	7 of 10	7%	7 of 10 pts	3 of 10	3%	3 of 10 pts	10 of 10	10%	10 of 10 pts	6 of 10	6%	6 of 10 pts
TAB G - Methodology and Approach	10%	8.38 of 10	8.38%	8.38 of 10 pts	10 of 10	10%	10 of 10 pts	8.5 of 10	8.5%	8.5 of 10 pts	8 of 10	8%	8 of 10 pts
TAB H - Risk Assessment Plan	10%	8.25 of 10	8.25%	8.25 of 10 pts	10 of 10	10%	10 of 10 pts	8 of 10	8%	8 of 10 pts	8 of 10	8%	8 of 10 pts
TAB I - Business Location	5%	1.5 of 5	1.5%	1.5 of 5 pts	2 of 5	2%	2 of 5 pts	2 of 5	2%	2 of 5 pts	2 of 5	2%	2 of 5 pts
TAB J - Quality of Submittal	10%	8.13 of 10	8.13%	8.13 of 10 pts	7 of 10	7%	7 of 10 pts	8.5 of 10	8.5%	8.5 of 10 pts	9 of 10	9%	9 of 10 pts
		74.25 of 95	79%	79.25 of 100 pts	78 of 95	81%	81 of 100 pts	86 of 95	91%	91 of 100 pts	66 of 95	71%	71 of 100 pts

Powell Studio Architecture	Total Average				Evaluator 1			Evaluator 2			Evaluator 3		
Criteria	Weight	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points
TAB A - Introduction Letter	5%	8.25 of 10	4.13%	4.13 of 5 pts	8 of 10	4%	4 of 5 pts	9 of 10	4.5%	4.5 of 5 pts	8 of 10	4%	4 of 5 pts
TAB B - License and Insurance	5%	9 of 10	4.5%	4.5 of 5 pts	10 of 10	5%	5 of 5 pts	10 of 10	5%	5 of 5 pts	6 of 10	3%	3 of 5 pts
TAB C - Company Background	10%	7.25 of 10	7.25%	7.25 of 10 pts	5 of 10	5%	5 of 10 pts	10 of 10	10%	10 of 10 pts	8 of 10	8%	8 of 10 pts
TAB D - Company Project Experience	15%	7.75 of 10	11.63%	11.63 of 15 pts	6 of 10	9%	9 of 15 pts	9 of 10	13.5%	13.5 of 15 pts	9 of 10	13.5%	13.5 of 15 pts
TAB E - Personnel Experience	20%	8.5 of 10	17%	17 of 20 pts	9 of 10	18%	18 of 20 pts	10 of 10	20%	20 of 20 pts	8 of 10	16%	16 of 20 pts
TAB F - Experience of Subcontractors	10%	7.25 of 10	7.25%	7.25 of 10 pts	3 of 10	3%	3 of 10 pts	10 of 10	10%	10 of 10 pts	8 of 10	8%	8 of 10 pts
TAB G - Methodology and Approach	10%	8.25 of 10	8.25%	8.25 of 10 pts	6 of 10	6%	6 of 10 pts	9 of 10	9%	9 of 10 pts	9 of 10	9%	9 of 10 pts
TAB H - Risk Assessment Plan	10%	7.5 of 10	7.5%	7.5 of 10 pts	5 of 10	5%	5 of 10 pts	9 of 10	9%	9 of 10 pts	8 of 10	8%	8 of 10 pts
TAB I - Business Location	5%	5 of 5	5%	5 of 5 pts	5 of 5	5%	5 of 5 pts	5 of 5	5%	5 of 5 pts	5 of 5	5%	5 of 5 pts
TAB J - Quality of Submittal	10%	6.5 of 10	6.5%	6.5 of 10 pts	7 of 10	7%	7 of 10 pts	9 of 10	9%	9 of 10 pts	10 of 10	10%	10 of 10 pts
		75.25 of 95	79%	79 of 100 pts	64 of 95	67%	67 of 100 pts	90 of 95	95%	95 of 100 pts	79 of 95	85%	84.5 of 100 pts

Wannemacher Jensen Architects	Total Average				Evaluator 1			Evaluator 2			Evaluator 3		
Criteria	Weight	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points
TAB A - Introduction Letter	5%	8.13 of 10	4.06%	4.06 of 5 pts	10 of 10	5%	5 of 5 pts	9.5 of 10	4.75%	4.75 of 5 pts	7 of 10	3.5%	3.5 of 5 pts
TAB B - License and Insurance	5%	9 of 10	4.5%	4.5 of 5 pts	10 of 10	5%	5 of 5 pts	10 of 10	5%	5 of 5 pts	6 of 10	3%	3 of 5 pts
TAB C - Company Background	10%	7.13 of 10	7.13%	7.13 of 10 pts	7 of 10	7%	7 of 10 pts	8.5 of 10	8.5%	8.5 of 10 pts	6 of 10	6%	6 of 10 pts
TAB D - Company Project Experience	15%	8.5 of 10	12.75%	12.75 of 15 pts	10 of 10	15%	15 of 15 pts	10 of 10	15%	15 of 15 pts	7 of 10	10.5%	10.5 of 15 pts
TAB E - Personnel Experience	20%	8.25 of 10	16.5%	16.5 of 20 pts	9 of 10	18%	18 of 20 pts	10 of 10	20%	20 of 20 pts	8 of 10	16%	16 of 20 pts
TAB F - Experience of Subcontractors	10%	6.5 of 10	6.5%	6.5 of 10 pts	3 of 10	3%	3 of 10 pts	10 of 10	10%	10 of 10 pts	6 of 10	6%	6 of 10 pts
TAB G - Methodology and Approach	10%	8.38 of 10	8.38%	8.38 of 10 pts	9 of 10	9%	9 of 10 pts	9.5 of 10	9.5%	9.5 of 10 pts	7 of 10	7%	7 of 10 pts
TAB H - Risk Assessment Plan	10%	7.88 of 10	7.88%	7.88 of 10 pts	9 of 10	9%	9 of 10 pts	8.5 of 10	8.5%	8.5 of 10 pts	6 of 10	6%	6 of 10 pts
TAB I - Business Location	5%	1.5 of 5	1.5%	1.5 of 5 pts	2 of 5	2%	2 of 5 pts	2 of 5	2%	2 of 5 pts	2 of 5	2%	2 of 5 pts
TAB J - Quality of Submittal	10%	8.25 of 10	8.25%	8.25 of 10 pts	9 of 10	9%	9 of 10 pts	9 of 10	9%	9 of 10 pts	7 of 10	7%	7 of 10 pts
		73.5 of 95	77%	77.44 of 100 pts	78 of 95	82%	82 of 100 pts	87 of 95	92%	92.25 of 100 pts	62 of 95	67%	67 of 100 pts

Brame Heck Architects Inc.	Total Average				Evaluator 1			Evaluator 2			Evaluator 3		
Criteria	Weight	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points
TAB A - Introduction Letter	5%	8.25 of 10	4.13%	4.13 of 5 pts	9 of 10	4.5%	4.5 of 5 pts	10 of 10	5%	5 of 5 pts	7 of 10	3.5%	3.5 of 5 pts
TAB B - License and Insurance	5%	9 of 10	4.5%	4.5 of 5 pts	10 of 10	5%	5 of 5 pts	10 of 10	5%	5 of 5 pts	6 of 10	3%	3 of 5 pts
TAB C - Company Background	10%	6.75 of 10	6.75%	6.75 of 10 pts	6 of 10	6%	6 of 10 pts	10 of 10	10%	10 of 10 pts	6 of 10	6%	6 of 10 pts
TAB D - Company Project Experience	15%	8 of 10	12%	12 of 15 pts	7 of 10	10.5%	10.5 of 15 pts	10 of 10	15%	15 of 15 pts	7 of 10	10.5%	10.5 of 15 pts
TAB E - Personnel Experience	20%	8.25 of 10	16.5%	16.5 of 20 pts	8 of 10	16%	16 of 20 pts	10 of 10	20%	20 of 20 pts	7 of 10	14%	14 of 20 pts
TAB F - Experience of Subcontractors	10%	8 of 10	8%	8 of 10 pts	10 of 10	10%	10 of 10 pts	6 of 10	6%	6 of 10 pts	8 of 10	8%	8 of 10 pts
TAB G - Methodology and Approach	10%	7.75 of 10	7.75%	7.75 of 10 pts	7 of 10	7%	7 of 10 pts	9 of 10	9%	9 of 10 pts	6 of 10	6%	6 of 10 pts
TAB H - Risk Assessment Plan	10%	7.75 of 10	7.75%	7.75 of 10 pts	8 of 10	8%	8 of 10 pts	8 of 10	8%	8 of 10 pts	7 of 10	7%	7 of 10 pts
TAB I - Business Location	5%	1.5 of 5	1.5%	1.5 of 5 pts	2 of 5	2%	2 of 5 pts	2 of 5	2%	2 of 5 pts	2 of 5	2%	2 of 5 pts
TAB J - Quality of Submittal	10%	8 of 10	8%	8 of 10 pts	8 of 10	8%	8 of 10 pts	9 of 10	9%	9 of 10 pts	7 of 10	7%	7 of 10 pts
		73.25 of 95	77%	76.88 of 100 pts	75 of 95	77%	77 of 100 pts	84 of 95	89%	89 of 100 pts	63 of 95	67%	67 of 100 pts

Forefront Architecture + Engineering	Total Average				Evaluator 1			Evaluator 2			Evaluator 3		
Criteria	Weight	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points
TAB A - Introduction Letter	5%	6.88 of 10	3.44%	3.44 of 5 pts	6 of 10	3%	3 of 5 pts	8.5 of 10	4.25%	4.25 of 5 pts	6 of 10	3%	3 of 5 pts
TAB B - License and Insurance	5%	9 of 10	4.5%	4.5 of 5 pts	10 of 10	5%	5 of 5 pts	10 of 10	5%	5 of 5 pts	6 of 10	3%	3 of 5 pts
TAB C - Company Background	10%	6.5 of 10	6.5%	6.5 of 10 pts	5 of 10	5%	5 of 10 pts	10 of 10	10%	10 of 10 pts	6 of 10	6%	6 of 10 pts
TAB D - Company Project Experience	15%	6.88 of 10	10.31%	10.31 of 15 pts	6 of 10	9%	9 of 15 pts	7.5 of 10	11.25%	11.25 of 15 pts	6 of 10	9%	9 of 15 pts
TAB E - Personnel Experience	20%	7 of 10	14%	14 of 20 pts	8 of 10	16%	16 of 20 pts	6 of 10	12%	12 of 20 pts	6 of 10	12%	12 of 20 pts
TAB F - Experience of Subcontractors	10%	7.88 of 10	7.88%	7.88 of 10 pts	10 of 10	10%	10 of 10 pts	8.5 of 10	8.5%	8.5 of 10 pts	6 of 10	6%	6 of 10 pts
TAB G - Methodology and Approach	10%	7.75 of 10	7.75%	7.75 of 10 pts	8 of 10	8%	8 of 10 pts	9 of 10	9%	9 of 10 pts	6 of 10	6%	6 of 10 pts
TAB H - Risk Assessment Plan	10%	8 of 10	8%	8 of 10 pts	9 of 10	9%	9 of 10 pts	9 of 10	9%	9 of 10 pts	6 of 10	6%	6 of 10 pts
TAB I - Business Location	5%	5 of 5	5%	5 of 5 pts	5 of 5	5%	5 of 5 pts	5 of 5	5%	5 of 5 pts	5 of 5	5%	5 of 5 pts
TAB J - Quality of Submittal	10%	7.75 of 10	7.75%	7.75 of 10 pts	6 of 10	6%	6 of 10 pts	9 of 10	9%	9 of 10 pts	7 of 10	7%	7 of 10 pts
		72.63 of 95	75%	75.13 of 100 pts	73 of 95	76%	76 of 100 pts	82.5 of 95	83%	83 of 100 pts	60 of 95	63%	63 of 100 pts

Strollo Architects	Total Average				Evaluator 1			Evaluator 2			Evaluator 3		
Criteria	Weight	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points
TAB A - Introduction Letter	5%	8.25 of 10	4.13%	4.13 of 5 pts	9 of 10	4.5%	4.5 of 5 pts	10 of 10	5%	5 of 5 pts	8 of 10	4%	4 of 5 pts
TAB B - License and Insurance	5%	9 of 10	4.5%	4.5 of 5 pts	10 of 10	5%	5 of 5 pts	10 of 10	5%	5 of 5 pts	6 of 10	3%	3 of 5 pts
TAB C - Company Background	10%	6.75 of 10	6.75%	6.75 of 10 pts	7 of 10	7%	7 of 10 pts	8 of 10	8%	8 of 10 pts	6 of 10	6%	6 of 10 pts
TAB D - Company Project Experience	15%	7.25 of 10	10.88%	10.88 of 15 pts	7 of 10	10.5%	10.5 of 15 pts	10 of 10	15%	15 of 15 pts	6 of 10	9%	9 of 15 pts
TAB E - Personnel Experience	20%	7.25 of 10	14.5%	14.5 of 20 pts	8 of 10	16%	16 of 20 pts	8 of 10	16%	16 of 20 pts	6 of 10	12%	12 of 20 pts
TAB F - Experience of Subcontractors	10%	6.75 of 10	6.75%	6.75 of 10 pts	7 of 10	7%	7 of 10 pts	5 of 10	5%	5 of 10 pts	6 of 10	6%	6 of 10 pts
TAB G - Methodology and Approach	10%	8.38 of 10	8.38%	8.38 of 10 pts	8 of 10	8%	8 of 10 pts	9.5 of 10	9.5%	9.5 of 10 pts	7 of 10	7%	7 of 10 pts
TAB H - Risk Assessment Plan	10%	8.13 of 10	8.13%	8.13 of 10 pts	10 of 10	10%	10 of 10 pts	9.5 of 10	9.5%	9.5 of 10 pts	6 of 10	6%	6 of 10 pts
TAB I - Business Location	5%	1.5 of 5	1.5%	1.5 of 5 pts	2 of 5	2%	2 of 5 pts	2 of 5	2%	2 of 5 pts	2 of 5	2%	2 of 5 pts
TAB J - Quality of Submittal	10%	7.75 of 10	7.75%	7.75 of 10 pts	8 of 10	8%	8 of 10 pts	9 of 10	9%	9 of 10 pts	6 of 10	6%	6 of 10 pts
		71 of 95	73%	73.25 of 100 pts	76 of 95	78%	78 of 100 pts	81 of 95	84%	84 of 100 pts	59 of 95	61%	61 of 100 pts

Bentley Architects + Engineers, Inc.	Total Average				Evaluator 1			Evaluator 2			Evaluator 3		
Criteria	Weight	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points
TAB A - Introduction Letter	5%	8.25 of 10	4.13%	4.13 of 5 pts	10 of 10	5%	5 of 5 pts	10 of 10	5%	5 of 5 pts	7 of 10	3.5%	3.5 of 5 pts
TAB B - License and Insurance	5%	9 of 10	4.5%	4.5 of 5 pts	10 of 10	5%	5 of 5 pts	10 of 10	5%	5 of 5 pts	6 of 10	3%	3 of 5 pts
TAB C - Company Background	10%	6.75 of 10	6.75%	6.75 of 10 pts	5 of 10	5%	5 of 10 pts	10 of 10	10%	10 of 10 pts	6 of 10	6%	6 of 10 pts
TAB D - Company Project Experience	15%	6.75 of 10	10.13%	10.13 of 15 pts	8 of 10	12%	12 of 15 pts	5 of 10	7.5%	7.5 of 15 pts	7 of 10	10.5%	10.5 of 15 pts
TAB E - Personnel Experience	20%	8.25 of 10	16.5%	16.5 of 20 pts	10 of 10	20%	20 of 20 pts	10 of 10	20%	20 of 20 pts	6 of 10	12%	12 of 20 pts
TAB F - Experience of Subcontractors	10%	6 of 10	6%	6 of 10 pts	3 of 10	3%	3 of 10 pts	10 of 10	10%	10 of 10 pts	6 of 10	6%	6 of 10 pts
TAB G - Methodology and Approach	10%	7 of 10	7%	7 of 10 pts	9 of 10	9%	9 of 10 pts	5 of 10	5%	5 of 10 pts	6 of 10	6%	6 of 10 pts
TAB H - Risk Assessment Plan	10%	8.13 of 10	8.13%	8.13 of 10 pts	10 of 10	10%	10 of 10 pts	8.5 of 10	8.5%	8.5 of 10 pts	6 of 10	6%	6 of 10 pts
TAB I - Business Location	5%	1.5 of 5	1.5%	1.5 of 5 pts	2 of 5	2%	2 of 5 pts	2 of 5	2%	2 of 5 pts	2 of 5	2%	2 of 5 pts
TAB J - Quality of Submittal	10%	7.2 of 10	7.2%	7.2 of 10 pts	6 of 10	6%	6 of 10 pts	7.8 of 10	7.8%	7.8 of 10 pts	7 of 10	7%	7 of 10 pts
		68.83 of 95	72%	71.83 of 100 pts	73 of 95	77%	77 of 100 pts	78.3 of 95	81%	80.8 of 100 pts	59 of 95	62%	62 of 100 pts

The Lunz Group, Inc.	Total Average				Evaluator 1			Evaluator 2			Evaluator 3		
Criteria	Weight	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points

TAB A - Introduction Letter	5%	7.75 of 10	3.88%	3.88 of 5 pts	10 of 10	5%	5 of 5 pts	9 of 10	4.5%	4.5 of 5 pts	6 of 10	3%	3 of 5 pts
TAB B - License and Insurance	5%	8 of 10	4%	4 of 5 pts	10 of 10	5%	5 of 5 pts	10 of 10	5%	5 of 5 pts	6 of 10	3%	3 of 5 pts
TAB C - Company Background	10%	7 of 10	7%	7 of 10 pts	7 of 10	7%	7 of 10 pts	8 of 10	8%	8 of 10 pts	6 of 10	6%	6 of 10 pts
TAB D - Company Project Experience	15%	8.38 of 10	12.56%	12.56 of 15 pts	9 of 10	13.5%	13.5 of 15 pts	9.5 of 10	14.25%	14.25 of 15 pts	7 of 10	10.5%	10.5 of 15 pts
TAB E - Personnel Experience	20%	5.75 of 10	11.5%	11.5 of 20 pts	5 of 10	10%	10 of 20 pts	4 of 10	8%	8 of 20 pts	7 of 10	14%	14 of 20 pts
TAB F - Experience of Subcontractors	10%	6.5 of 10	6.5%	6.5 of 10 pts	3 of 10	3%	3 of 10 pts	9 of 10	9%	9 of 10 pts	7 of 10	7%	7 of 10 pts
TAB G - Methodology and Approach	10%	7.5 of 10	7.5%	7.5 of 10 pts	7 of 10	7%	7 of 10 pts	8 of 10	8%	8 of 10 pts	7 of 10	7%	7 of 10 pts
TAB H - Risk Assessment Plan	10%	7 of 10	7%	7 of 10 pts	8 of 10	8%	8 of 10 pts	5 of 10	5%	5 of 10 pts	7 of 10	7%	7 of 10 pts
TAB I - Business Location	5%	1.5 of 5	1.5%	1.5 of 5 pts	2 of 5	2%	2 of 5 pts	2 of 5	2%	2 of 5 pts	2 of 5	2%	2 of 5 pts
TAB J - Quality of Submittal	10%	7.13 of 10	7.13%	7.13 of 10 pts	8 of 10	8%	8 of 10 pts	4.5 of 10	4.5%	4.5 of 10 pts	8 of 10	8%	8 of 10 pts
		66.5 of 95	69%	68.56 of 100 pts	69 of 95	69%	68.5 of 100 pts	69 of 95	68%	68.25 of 100 pts	63 of 95	68%	67.5 of 100 pts

KTH Architects, Inc.	Total Average				Evaluator 1			Evaluator 2			Evaluator 3		
Criteria	Weight	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points	Score	Percent	Points
TAB A - Introduction Letter	5%	7.75 of 10	3.88%	3.88 of 5 pts	8 of 10	4%	4 of 5 pts	10 of 10	5%	5 of 5 pts	6 of 10	3%	3 of 5 pts
TAB B - License and Insurance	5%	0 of 10	0%	0 of 5 pts	0 of 10	0%	0 of 5 pts	0 of 10	0%	0 of 5 pts	0 of 10	0%	0 of 5 pts
TAB C - Company Background	10%	5.25 of 10	5.25%	5.25 of 10 pts	0 of 10	0%	0 of 10 pts	10 of 10	10%	10 of 10 pts	6 of 10	6%	6 of 10 pts
TAB D - Company Project Experience	15%	5.63 of 10	8.44%	8.44 of 15 pts	0 of 10	0%	0 of 15 pts	9.5 of 10	14.25%	14.25 of 15 pts	7 of 10	10.5%	10.5 of 15 pts
TAB E - Personnel Experience	20%	5.5 of 10	11%	11 of 20 pts	0 of 10	0%	0 of 20 pts	8 of 10	16%	16 of 20 pts	7 of 10	14%	14 of 20 pts
TAB F - Experience of Subcontractors	10%	5.75 of 10	5.75%	5.75 of 10 pts	0 of 10	0%	0 of 10 pts	10 of 10	10%	10 of 10 pts	6 of 10	6%	6 of 10 pts
TAB G - Methodology and Approach	10%	5.88 of 10	5.88%	5.88 of 10 pts	0 of 10	0%	0 of 10 pts	9.5 of 10	9.5%	9.5 of 10 pts	6 of 10	6%	6 of 10 pts
TAB H - Risk Assessment Plan	10%	5.63 of 10	5.63%	5.63 of 10 pts	0 of 10	0%	0 of 10 pts	9.5 of 10	9.5%	9.5 of 10 pts	6 of 10	6%	6 of 10 pts
TAB I - Business Location	5%	1.5 of 5	1.5%	1.5 of 5 pts	2 of 5	2%	2 of 5 pts	2 of 5	2%	2 of 5 pts	2 of 5	2%	2 of 5 pts
TAB J - Quality of Submittal	10%	5.63 of 10	5.63%	5.63 of 10 pts	0 of 10	0%	0 of 10 pts	9.5 of 10	9.5%	9.5 of 10 pts	6 of 10	6%	6 of 10 pts
		48.5 of 95	53%	52.94 of 100 pts	10 of 95	6%	6 of 100 pts	78 of 95	86%	85.75 of 100 pts	52 of 95	60%	59.5 of 100 pts

Evaluation Committee Members:

David Ezell, Fire Chief
William Harrison, Assistant Fire Chief
Kevin Adams, Building Inspector
Joe McMahon, Operations Chief - Facilities
Freddy Suarez, Purchasing Director (non-voting member)
Ramsey Gross, Senior Purchasing Agent (non-voting member)

Meeting Summary:

The Evaluation Committee met on June 25, 2019 at 10:00 A.M. in a virtual Zoom meeting to discuss the proposals and score summary. The scoring was done individually by each evaluator, electronically through BidSync. At the time of the meeting the Purchasing Director provided the score summary to the committee and proceeded to review the scores.

The Evaluation Committee agreed on the score summary and chose to rank the proposals accordingly. The Committee agreed on short listing the top five (5) companies. Interviews will be scheduled for the following companies: GatorSketch Corporation

on short listing the top five (5) companies. Interviews will be scheduled for the following companies GatorSkin Corporation, Fawley Bryant Architecture, Schenkel & Shultz, Powell Studio Architecture and Wannemacher Jensen Architects.

Evaluator 4		
Score	Percent	Points
8 of 10	4%	4 of 5 pts
10 of 10	5%	5 of 5 pts
8 of 10	8%	8 of 10 pts
9 of 10	13.5%	13.5 of 15 pts
8 of 10	16%	16 of 20 pts
7 of 10	7%	7 of 10 pts
8 of 10	8%	8 of 10 pts
8 of 10	8%	8 of 10 pts
5 of 5	5%	5 of 5 pts
9 of 10	9%	9 of 10 pts
80 of 95	84%	83.5 of 100 pts

Evaluator 4		
Score	Percent	Points
7 of 10	3.5%	3.5 of 5 pts
10 of 10	5%	5 of 5 pts
7 of 10	7%	7 of 10 pts
8 of 10	12%	12 of 15 pts
8 of 10	16%	16 of 20 pts
9 of 10	9%	9 of 10 pts
8 of 10	8%	8 of 10 pts
9 of 10	9%	9 of 10 pts
0 of 5	0%	0 of 5 pts
9 of 10	9%	9 of 10 pts
75 of 95	79%	78.5 of 100 pts

Evaluator 4		
Score	Percent	Points
7 of 10	3.5%	3.5 of 5 pts
5 of 10	2.5%	2.5 of 5 pts
7 of 10	7%	7 of 10 pts
8 of 10	12%	12 of 15 pts
9 of 10	18%	18 of 20 pts
9 of 10	9%	9 of 10 pts
7 of 10	7%	7 of 10 pts
7 of 10	7%	7 of 10 pts
0 of 5	0%	0 of 5 pts
8 of 10	8%	8 of 10 pts
67 of 95	74%	74 of 100 pts

Evaluator 4		
Score	Percent	Points
8 of 10	4%	4 of 5 pts
10 of 10	5%	5 of 5 pts
6 of 10	6%	6 of 10 pts
7 of 10	10.5%	10.5 of 15 pts
7 of 10	14%	14 of 20 pts
8 of 10	8%	8 of 10 pts
9 of 10	9%	9 of 10 pts
8 of 10	8%	8 of 10 pts
5 of 5	5%	5 of 5 pts
0 of 10	0%	0 of 10 pts
68 of 95	70%	69.5 of 100 pts

Evaluator 4		
Score	Percent	Points
6 of 10	3%	3 of 5 pts
10 of 10	5%	5 of 5 pts
7 of 10	7%	7 of 10 pts
7 of 10	10.5%	10.5 of 15 pts
6 of 10	12%	12 of 20 pts
7 of 10	7%	7 of 10 pts
8 of 10	8%	8 of 10 pts
8 of 10	8%	8 of 10 pts
0 of 5	0%	0 of 5 pts
8 of 10	8%	8 of 10 pts
67 of 95	69%	68.5 of 100 pts

Evaluator 4		
Score	Percent	Points
7 of 10	3.5%	3.5 of 5 pts
10 of 10	5%	5 of 5 pts
5 of 10	5%	5 of 10 pts
8 of 10	12%	12 of 15 pts
8 of 10	16%	16 of 20 pts
8 of 10	8%	8 of 10 pts
9 of 10	9%	9 of 10 pts
8 of 10	8%	8 of 10 pts
0 of 5	0%	0 of 5 pts
8 of 10	8%	8 of 10 pts
71 of 95	75%	74.5 of 100 pts

Evaluator 4		
Score	Percent	Points
7 of 10	3.5%	3.5 of 5 pts
10 of 10	5%	5 of 5 pts
5 of 10	5%	5 of 10 pts
8 of 10	12%	12 of 15 pts
8 of 10	16%	16 of 20 pts
7 of 10	7%	7 of 10 pts
8 of 10	8%	8 of 10 pts
8 of 10	8%	8 of 10 pts
5 of 5	5%	5 of 5 pts
9 of 10	9%	9 of 10 pts
75 of 95	79%	78.5 of 100 pts

Evaluator 4		
Score	Percent	Points
6 of 10	3%	3 of 5 pts
10 of 10	5%	5 of 5 pts
6 of 10	6%	6 of 10 pts
6 of 10	9%	9 of 15 pts
7 of 10	14%	14 of 20 pts
9 of 10	9%	9 of 10 pts
9 of 10	9%	9 of 10 pts
7 of 10	7%	7 of 10 pts
0 of 5	0%	0 of 5 pts
8 of 10	8%	8 of 10 pts
68 of 95	70%	70 of 100 pts

Evaluator 4		
Score	Percent	Points
6 of 10	3%	3 of 5 pts
10 of 10	5%	5 of 5 pts
6 of 10	6%	6 of 10 pts
7 of 10	10.5%	10.5 of 15 pts
7 of 10	14%	14 of 20 pts
5 of 10	5%	5 of 10 pts
8 of 10	8%	8 of 10 pts
8 of 10	8%	8 of 10 pts
0 of 5	0%	0 of 5 pts
8 of 10	8%	8 of 10 pts
65 of 95	68%	67.5 of 100 pts

Evaluator 4		
Score	Percent	Points

6 of 10	3%	3 of 5 pts
6 of 10	3%	3 of 5 pts
7 of 10	7%	7 of 10 pts
8 of 10	12%	12 of 15 pts
7 of 10	14%	14 of 20 pts
7 of 10	7%	7 of 10 pts
8 of 10	8%	8 of 10 pts
8 of 10	8%	8 of 10 pts
0 of 5	0%	0 of 5 pts
8 of 10	8%	8 of 10 pts
65 of 95	70%	70 of 100 pts

Evaluator 4		
Score	Percent	Points
7 of 10	3.5%	3.5 of 5 pts
0 of 10	0%	0 of 5 pts
5 of 10	5%	5 of 10 pts
6 of 10	9%	9 of 15 pts
7 of 10	14%	14 of 20 pts
7 of 10	7%	7 of 10 pts
8 of 10	8%	8 of 10 pts
7 of 10	7%	7 of 10 pts
0 of 5	0%	0 of 5 pts
7 of 10	7%	7 of 10 pts
54 of 95	61%	60.5 of 100 pts



FREDDY L. SUAREZ
Purchasing Director
Purchasing Department

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August 12, 2020

RFQ 20-022, Architectural Services for Fire Station #2

Based on the presentations from shortlisted firms to the Evaluation Committee, the following is the ranking order of shortlisted firms.

Company Name	Ranking Order
Wannemacher Jensen Architects, Inc.	1
GatorSkitch Corporation	2
Schenkel & Shultz, Inc.	3
Powell Studio Architecture, LLC.	4
Fawley Bryant Architects, Inc.	5

The Purchasing Director, assisted by city staff, will proceed to negotiate a contract with the number one ranked firm. In the event a contract cannot be negotiated, negotiations will discontinue and the Purchasing Director will start negotiations with the next firm in accordance with the ranking order. This process will continue until an agreement is reached or the short list is exhausted.



FREDDY L. SUAREZ
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AWARD RECOMMENDATION
SEPTEMBER 18, 2020
RFQ 20-022 – ARCHITECTURAL SERVICES FOR FIRE STATION #2

The Evaluation Committee is recommending award to the number one ranked firm, Wannemacher Jensen Architects, Inc.

City of Clermont
Architectural Services for Fire Station #2
Bid#: 20-022
Scope of Work and Fee Proposal
Prepared by Wannemacher Jensen Architects, Inc.

September 16, 2020

Project Description/Information

The City of Clermont selected Wannemacher Jensen Architects to design a new Fire Station to replace the existing Fire Station # 2 located at Hartwood Marsh Road and Danburry Mill Blvd. The facility was constructed in several phases beginning in 2002 through 2017. Fire Station #2 is located on 0.96 acres and is proposed to be demolished and replaced with a facility sized for current needs and regulations. In order to maximize the buildable area and parking, considerations will need to be made for offsite or underground stormwater retention. The fire station will need to be a 3-bay drive through station to accommodate three (3) fire rescue apparatus with sleeping quarters for up to ten (10) personnel. The station should conform to current industry best practices outlined by the US Fire Administration; including areas for administrative and training, residential living, physical fitness room, storage for equipment and gear, separate cleaning facilities for uniforms and firefighting turnout gear, and decontamination with proper separation zones between clean and contaminated areas. Changes to the parking lot will be necessary to accommodate approximately twenty (20) vehicles for on duty staff, visitors and handicap spacing as requires. The current traffic light will also need to be upgraded to meet current standards or Opticom. The selected firm will provide architectural design, civil design, and environmental permitting for the new facility.

The proposed station is estimated to be approximately 10,000 sf.

City's Budget for the Project is \$3 Million inclusive of Design Fees. Furniture is not included in the \$3 Million budget.

Scope of Services

Task 1: 30% Construction Documents

Based upon a City provided approved program of spaces we will prepare Schematic Design Documents for review and approval. The documents will consist of items necessary to convey the nature of the schematic approach, including an architectural site plan, preliminary building plans and other drawings as needed for City review and feedback.

The Architect will:

1. Coordinate and attend a kick-off meeting to discuss and reach an understanding of the City's Project requirements.
2. Review the program and other information provided by the City, review laws, codes, and regulations applicable to the Project.
3. Evaluate the City provided program, schedule, budget for the Cost of Work, Project site, and other information pertinent to the requirements of the Project.
4. Interior Designer will survey selected existing building furniture and equipment if required.
5. Coordinate and attend progress meeting(s) via virtual conference.

6. Prepare site plan, preliminary building plan, sections and elevations required to develop and coordinate the schematic scope of work.
7. Architect will prepare for and attend one public meeting or presentation.
8. Architect's cost estimator will provide a detailed cost estimate after 30% Construction Documents
9. Submit Schematic Design Documents in PDF format for City's review and approval.

1.2 Geotechnical Soils Testing and Report

Underground Utility Clearance:

Obtain underground utility clearance prior to commencing drilling operations. Engineer will contact "Sunshine One-Call" Service to obtain underground public utility clearance.

Standard Penetration Test (SPT) Borings:

Engineer proposes that the subsurface conditions within the new station building and parking/driveway areas of the project be explored by eight SPT soil borings.

Building – 3 Borings with a depth of 20 feet

Three-lane Drive-Through Bay Area – 1 Boring with a depth of 20 feet

Parking and Access Drives – 4 Borings with a depth of 10 feet

At each SPT boring location, Engineer will sample continuously for the upper 10 feet, then at five-foot intervals thereafter. Samples of the in-place materials will be recovered with a standard split barrel sampler driven with a 140-pound hammer falling 30 inches (the Standard Penetration Test will be performed in general accordance with ASTM D1586). Encountered groundwater depths during drilling will be documented as part of the explorations. Upon completion of the proposed soil borings, all boreholes will be grouted in general accordance with Water Management District Requirements.

Borings will be located by estimating distances from features identified on the plans provided. Please note the locations of the borings will ultimately depend on underground/overhead utility clearance and/or accessibility.

LABORATORY TESTING

Representative soil samples obtained during the field exploration program will be transported to engineer's laboratory in Tampa, Florida for visual classification and to perform a limited number of engineering properties tests. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions encountered during the field exploration program. Specific laboratory testing for this project will be determined once we have completed the field exploration phase of services, as well as the visual logging and classification of the samples obtained.

REPORT

Upon completion of our field exploration and laboratory testing programs, the data will be reviewed and organized by one of our geotechnical engineers and a report will be prepared. The geotechnical report will include the following:

1. A plan of the site showing the approximate boring locations.
2. Logs of the exploratory borings, which will include the USCS soil classification, brief soil descriptions and groundwater levels noted at the time of drilling.

3. Recommendations for shallow foundation systems including allowable soil bearing capacity based on the indicated structural loads.
4. Estimation of potential foundation settlements according to the indicated structural loads.
5. Criteria for construction of slab on grade floor systems and estimated modulus of subgrade reaction.
6. General site preparation criteria, including placement and compaction of fill as well as our opinion on the suitability of on-site materials for use as structural fill.
7. Recommendations for design and construction of pavements (both asphalt and concrete sections).

1.3 Surveys

BOUNDARY SURVEY

Prepare a Boundary Survey for property listed under the alternate key above. Above property lying in Section 9, Township 23 South, Range 26 East, Clermont, Lake County, Florida. The survey will include establishing all of the exterior boundary lines including all public right of ways which include Hartwood Marsh Road and Danbury Mill Blvd. Surface improvements on the property interior and along the boundary perimeter will be located and shown on survey. This includes a portion of the sidewalk and pavement for both roadways. Boundary monuments will be recovered or set as a part of the survey. Boundary Survey will be prepared to Florida Standards of Practice.

TOPOGRAPHIC SURVEY

Prepare a Topographic Survey for the above-mentioned parcel (See parcels ALT KEY listed above). All improvements, including visible storm drainage and visible sanitary system information affecting the parcel will be shown. Drainage and sanitary pipe size, type and elevation data will be depicted. The survey will include spot elevations on an approximate 50 foot grid to determine 1 foot contour intervals. Topographic coverage will extend to approximately 50 feet beyond the boundary lines adjacent to parcel and extend to CENTERLINE of pavement on Hartwood Marsh Road. Two (2) Site Benchmarks will be established as a part of the Topographic Survey.

TREE LOCATIONS

Protected Trees 6 inches and above will be located, counted and shown on the survey. All trees will have the diameter at breast height and common name listed on survey. The site is very sparsely wooded and initial estimate is approximately 20-30 (+/-) TREES.

UTILITY LOCATIONS

Designate the horizontal positions for, but not limited to, Buried Power, Water, Traffic Control, CATV, Fiber and Telephone within the limits of the fire station property to include the right of way bordering the property.

1.4 Asbestos Demolition Survey

An on-site survey of exposed and accessible building materials will be conducted by a team of U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA) accredited inspectors. The inspectors will list materials found that are suspected of containing asbestos and give a detailed description of their location. Any suspect materials found to be significantly damaged as defined by EPA will also be noted.

Inspectors will review all past reports, specifications, drawings, and other documents provided by the owner that would assist in identifying the suspect materials located within the building. This may also include interviewing maintenance personnel, building operations personnel or owners for their knowledge of the use of asbestos in the space.

Samples will be collected according to EPA guidelines, which dictate the number and location of samples to be collected. Inspectors will attempt to sample damaged areas and areas that are least visible. The following is a listing of the typical materials that may be sampled.

Fireproofing, Pipe Insulation, Ceiling Tiles, Acoustical Plaster, Boiler/tank Insulation, Acoustic Tiles, Hardwall Plaster, Breeching Insulation, Blown-in Insulation, Ductwork Insulation, Floor Tile/Mastic, Vinyl Sheeting, Gypsum wallboard, Concrete slabs

Roofing materials will be sampled as a part of this project.

Inspectors will analyze all building material samples according to current EPA regulations. If a material is found to contain less than 10% asbestos, then that material will be analyzed by the point count method as specified by EPA NESHAP regulations at the Client's request, which will require an additional fee. It is anticipated that up to 115 regular and 10 roofing samples (each sample collected includes laboratory analysis of up to two layers per sample; additional layers are considered an additional sample) will be collected and analyzed as a part of this project.

The inspectors will develop a quantity of each material identified. The quantity will be listed with the material. Any material that cannot be fully accessed will be noted as not having an accurate quantity due to the inaccessibility of the material. Example: piping that goes from a mechanical room into an enclosed chase. The inspector will report only the quantity observed and note that there is the possibility that additional materials are located in inaccessible areas. Quantities will be given in square footage for surfacing materials, linear feet for piping insulation, and each for mudded joints and other single item materials.

The inspector will assess the condition of the suspect materials observed. The material assessment will involve touching the materials to determine whether the material is friable and assessing the material in accordance with EPA guidelines.

Patching and/or restoring of sample locations is not within the scope of work: Inspector shall collect representative samples of each homogeneous area of suspect ACM by coring through the material to the base substrate. Inspector shall collect samples as required by applicable regulations for the determination of asbestos content. Sample locations shall be randomly chosen to the extent possible; however, Inspector shall preferentially collect samples from hidden or obscure locations. Additionally, Inspector shall attempt to collect samples from areas of pre-existing damage. With the exception of the roofs, sample core locations shall be encapsulated following sample extraction with a liquid spray encapsulant or by covering with duct tape.

The Inspector will sample the roofing materials in accordance with standard industry protocol. Multiple samples will be collected in order to determine whether the roofing materials contain asbestos. Inspector will core through all roofing materials and prepare the sample so that each layer of material is analyzed according to EPA for asbestos content. Cores will penetrate all roofing membranes to the roofing substrate. The owner understands that the coring of the roof will void any warranties that may exist with the roofing system. Inspector assumes no liability due to possible roof

leaks or damage associated with a roof leak. The core samples taken shall only be used for determining the presence of asbestos within the material. Patching: Inspector will make only temporary patches to the roof where samples are collected. The owner is advised to obtain the services of a qualified roofing contractor to make permanent repairs to the roof. Inspector will furnish the contractor the location and number of the temporary patches. The owner may want to have the roofing contractor on-site during the sampling in order to patch areas as soon as PSI has completed the necessary sampling.

Following completion of the field portion of the survey, one (1) electronic copy of the final report will be delivered. This report will contain the detailed results of materials observed, sampling activities, and material quantification. CAD drawings and photographs are not included as part of this survey. If the client provides PSI with a floor plan of the buildings, the inspector will place sample locations as a part of the survey. Otherwise, the inspector will provide a field drawing with sample locations.

Reports shall be reviewed by a Florida Licensed Asbestos Consultant. The final summary reports are intended for the sole use of the client and no warrants or claims are made for use beyond that described herein.

Task 2: 60% Construction Documents

Based upon the City's approval of the Schematic Design Documents, the Architect will prepare Design Development Documents for review and approval. The Design Development Documents will consist of items necessary to illustrate and describe the development of the schematic design, including building plans, sections, elevations and diagrammatic layouts of building systems necessary to convey the character of the project.

The Architect will:

1. Meet and coordinate systems with engineering design consultants.
2. Prepare developed plans, sections, elevations, typical construction details, and diagrammatical layouts of building systems.
3. Coordinate and attend progress meeting(s) via virtual conference.
4. Outline specifications that identify the major materials and systems.
5. Architect's cost estimator will provide a detailed cost estimate after 60% Construction Documents
6. Submit Design Development Documents in PDF format for City's review and approval.

Task 3: 90% & 100% Construction Documents

Based upon the City's approval of the Design Development Documents, the Architect will prepare Construction Documents for review and approval. The Construction Documents will illustrate and describe the further development of the approved Design Development Drawings and will consist of detailed Drawings and Specifications that describe requirements for the construction of the work. The Construction Documents will be used for the purpose of bidding, permitting, and construction.

The Architect will:

1. Meet and coordinate systems with engineering design consultants.
2. Coordinate and attend progress meeting(s) via virtual conference.
3. Architect's cost estimator will provide a detailed cost estimate after 90% Construction Documents

4. Prepare a set of Construction Documents in PDF format at 90% and 100% including detailed design plans, detailed building system plans, specifications identifying materials, systems and their respective standard of quality.
5. Architect's engineer will include a diesel exhaust system design for the apparatus bay.
6. Architect's engineer will include a back-up generator design for the entire building.
7. Architect's engineer will include a Lightning protection design specification for the project.
8. Architect's engineer will provide a provision of fire sprinkler system design and hydraulic calculations compliant with Florida Building Code and Florida Fire Prevention Code for the fire station.
9. Architect will include the incorporation of all required interior and exterior infrastructure into the documents and coordination with the City's security system vendor.
10. Architect will coordinate the audio/visual & voice/data infrastructure into the documents and coordinate with the City's AV/IT system vendor.
11. Architect's engineer will provide site lighting photometric and branch wiring design for parking areas at the Fire Station.
12. Interior Designer will prepare furniture plans and drawings to assist with placement & installation.
13. Interior Designer will perform materials research and compile selections. Interior Designer will provide specifications and select all room finishes, including carpet, paint, wallcovering, wall base, plastic laminate at millwork cabinets, vinyl composition tile, furniture fabric, exterior window blinds, etc.
14. Interior Designer will provide assistance with new furniture selection and furniture specifications.

3.1 Onsite Civil Design – City of Clermont Site Plan Approval

The Civil Engineer will prepare Civil Engineering Site Plan for the proposed construction of a new fire house building to be constructed on the site of the existing Fire Station #2. Plans to include new driveway, parking and stormwater conveyance to offsite retention pond, to meet City LDR's. Will include Site grading and offsite Stormwater Design.

3.2 Landscape Architecture and Irrigation Plan

LANDSCAPE PLAN

The Landscape Architect shall prepare a landscape plan for the site based on the plans received from the Client or Client's Engineer. This plan will be designed to meet the minimum requirements of the City Clermont Land Development Regulations and Client directed enhancements. This task will include:

- Initial meeting / telephone conference to review landscape details and project landscape requirements.
- Research all landscape code requirements.
- Preparation of landscape plan including the location, size, and type of all landscape materials to be used on site, and the general location and type of all existing vegetation to be preserved.

IRRIGATION

The Landscape Architect shall prepare an irrigation plan for the site based on the landscape plan prepared in above. This plan will be designated to meet the minimum requirements of the City of Clermont Land Development Regulations. This task will include:

- Initial meeting / telephone / email with Client to review irrigation details and project irrigation requirements.
- Preparation of irrigation plan for the site to show zone layout, values, specifications, controller and plumbing details, and sleeving locations.
- Preparation of irrigation plan for all new plantings proposed (sod areas will not be irrigated)

Task 4: Assistance with Permitting/Bidding

Following the City's approval of the Permit Documents, the Architect will assist the City/Contractor with permitting and obtaining bids from subcontractors.

The Architect will:

1. Provide Signed and Sealed plans and specifications for the building permit and for bidding.
2. Modify documents as required in response to Permit Review comments
3. Assist the City/Contractor with preparation and distribution of bid documents.
4. Respond to questions and provide clarifications and interpretations of the Construction Documents to City/Contractor and prospective subcontractors.

4.1 Civil Engineering Permitting

St. Johns River Water Management District Permitting

The Civil Engineer will prepare and submit SJRWMD application form, including supporting stormwater calculations and required exhibits. Review SJRWMD staff comments, make necessary plan and/or calculation changes necessary for obtaining permit.

FDEP Wastewater Permit Not Required Certification

The Civil Engineer will prepare sanitary sewer plans and submit to the FDEP self-certification portal for a permit not required certification.

FDEP Water Permit Not Required Certification

The Civil Engineer will prepare water plans and details and submit to the FDEP self-certification portal for a permit not required certification.

Lake County Driveway Permit

The Civil Engineer will prepare and submit plans for the widening of the existing driveway on Hartwood Marsh Road to Lake County for a Lake County Driveway permit.

Lake County Right-Of-Way Utilization Permit

The Civil Engineer will prepare and submit plans for grading and/or new utility connections that may take place within the Lake County right-of-way for a Lake County right-of-way utilization permit.

Task 5: Construction Administration

The Architect will provide construction oversight to ensure the project is built according to the construction contract, plans and specifications. The Architect will assist the contractor when conflicts

or clarifications are needed. The Architect and Engineers will make periodic site visits to observe construction and follow the progress.

The Architect will:

1. Review and approve Contractor's pay applications.
2. Attend meetings at the project site once per month.
 - a. 1 meeting per month for 10 months.
3. Review, respond to and approve the contractor's submittals and shop drawings
4. Provide telephone and email correspondence as necessary.
5. Respond to the contractor's questions and request for information within fifteen days of submittal or resubmittal, or within the timeframe set forth in the construction contract.
6. Attend the Substantial Completion walk-through and assist in preparation of punch list.
7. Attend the Final Completion Walk-Through to determine if contractor has properly completed all items on the punch list.
8. Review, respond to and approve the Contractor's prepared as-built drawings.

5.1 Civil Engineering Construction Administration

The Civil Engineer will advise and consult with Owner and act as its representative during construction. The Civil Engineer will make regular visits to the site to observe the progress and quality of the executed site work and to determine in general if the work is proceeding in accordance with the construction drawings. The Civil Engineer will review and approve shop drawings, results of tests and inspections, and other data that the contractor is required to submit.

The following is not included in WJA's scope of work or fee:

- Photorealistic Renderings – Basic 3D renderings are included
- Augmented Reality, Video Flythroughs or Physical Models
- Elevator Design
- DRC Submission
- Application fees and fees paid to secure approval from authorities with jurisdiction over the Project
- LEED or Green Globe Certification
- Life Cycle Cost and/or Energy (FLEET) Analysis
- Value Analysis or Value Engineering after 60% Construction Documents
- Changes to Scope, Size or Complexity
- Revisions to Previously Approved Documents
- Construction Administration Services beyond 10 months
- Construction Phasing or Multiple Bid Submissions
- Photovoltaic Design
- Traffic Signalization
- Measured Drawings of Existing Facilities
- Graphic and Signage Design
- Water Source testing with GPM and PSI
- Monumentation of wetlands for Conservation Easement
- Platting
- Sketch and Descriptions for Conservation Easements

- Offsite Right-of-Way survey for utilities.
- As-built Survey
- Off-site Utilities Design
- Off-site Roadway or Transportation Improvements
- FEMA CLOMR or FEMA Map Amendment
- NPDES Permitting
- Conditional Use Permit
- Earthwork Calculations
- Franchise Utility Coordination
- Environmental Assessments
- Army Corp. of Engineers Dredge and Fill
- Florida Fish and Wildlife Conservation Commission Permit
- Wetland Flagging/Delineation
- Lift Station Design and Electrical Controls for Lift Stations
- Traffic Study / Impact Analysis / Noise Study

PROPOSED FEES:

The following is a summary of the total fees for all services listed above.

Task	Services	Total Fee
Task 1	Schematic Design	\$79,067
Task 2	Design Development	\$70,209
Task 3	Construction Documents	\$113,235
Task 4	Assistance with Permitting/Bidding	\$9,075
Task 5	Construction Administration	\$38,176
	Total	\$309,762

Thanks for the opportunity to propose services for your project.

Sincerely,
Wannemacher Jensen Architects, Inc.



Jason Jensen, AIA, LEED AP, Principal



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date																																																	
Tuesday, October 13, 2020																																																	
Agenda Item Name																																																	
Surplus Request																																																	
Requested Action																																																	
Request to approve and declare end of life inventory as surplus from the Public Services Department, the Fire Department, the Police Department, the Development Services Department and City Clerk and dispose of in accordance with the Purchasing Policy.																																																	
Staff Report																																																	
The Procurement Services Department, on behalf of the Public Services Department, the Fire Department, the Police Department, Development Services Department, and City Clerk recommends approval of the above action. Public Services - Grounds <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(1)</td><td>Floating Docks damaged during Hurricane Irma</td></tr><tr><td>(3)</td><td>Stihl Short Straight Hedge Trimmer</td></tr><tr><td>(3)</td><td>Stihl Hedge Trimmer</td></tr><tr><td>(3)</td><td>Stihl Edger</td></tr><tr><td>(5)</td><td>Stihl Backpack Sprayer</td></tr><tr><td>(4)</td><td>Stihl Backpack Blower</td></tr><tr><td>(3)</td><td>Stihl Pole Saw</td></tr><tr><td>(2)</td><td>Stihl Weed Eater</td></tr><tr><td>(2)</td><td>Scag Z Turn Mowers #4370 & #4371</td></tr><tr><td>(1)</td><td>John Deere Mower #4362</td></tr></tbody></table> Public Services - Water <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(1)</td><td>Kubota Tractor #4345 8721.9 Hours</td></tr></tbody></table> Fire Department <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(1)</td><td>Sony DVD Player - lightning damage</td></tr><tr><td>(1)</td><td>Yamaha Receiver - lightning damage</td></tr><tr><td>(1)</td><td>ESPON Projector</td></tr><tr><td>(6)</td><td>100' LDH 4" Fire Hose</td></tr><tr><td>(7)</td><td>50' Fire Hose 3"</td></tr><tr><td>(10)</td><td>50' Fire Hose 1.75"</td></tr></tbody></table> Police Department <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(4)</td><td>Military Tires and Wheels from MRAP Vehicle #2262</td></tr></tbody></table> Development Services Department <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(1)</td><td>2014 HP DesignJet Pro Scanner</td></tr></tbody></table> City Clerk		Qty.	Property Description	(1)	Floating Docks damaged during Hurricane Irma	(3)	Stihl Short Straight Hedge Trimmer	(3)	Stihl Hedge Trimmer	(3)	Stihl Edger	(5)	Stihl Backpack Sprayer	(4)	Stihl Backpack Blower	(3)	Stihl Pole Saw	(2)	Stihl Weed Eater	(2)	Scag Z Turn Mowers #4370 & #4371	(1)	John Deere Mower #4362	Qty.	Property Description	(1)	Kubota Tractor #4345 8721.9 Hours	Qty.	Property Description	(1)	Sony DVD Player - lightning damage	(1)	Yamaha Receiver - lightning damage	(1)	ESPON Projector	(6)	100' LDH 4" Fire Hose	(7)	50' Fire Hose 3"	(10)	50' Fire Hose 1.75"	Qty.	Property Description	(4)	Military Tires and Wheels from MRAP Vehicle #2262	Qty.	Property Description	(1)	2014 HP DesignJet Pro Scanner
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Qty.	Property Description	
(1)	Bizhub C360 Copier - A0ED01101529	
(1)	Black Office Chair	
Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.		
Additional Analysis		
Fiscal Impact Summary		
Surplus property is anticipated to be sold for approximately \$2,000.00.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Public Services - Grounds Disposal Forms	Public Services - Grounds Disposal Forms.pdf
2.	Public Services - Water Disposal Forms	Public Services - Water Disposal Forms.pdf
3.	Fire Department Disposal Form	Fire Department Disposal Form.pdf
4.	Police Department Disposal Form	Police Department Disposal Form.pdf
5.	Development Services Disposal Form	Development Services Disposal Form.pdf
6.	City Clerk Disposal Forms	City Clerk Disposal Forms.pdf



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: _____
Contact Person: Joe McMahon Phone: 3523947177
Year / Make / Model: N/A Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: N/A
Description of Property Floating docks damaged during Hurricane Irma

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Sections of floating docks from Lake Hiawatha 451 Lake Minneola Shores Dr
that were damaged beyond repair during Hurricane Irma

Director Signature: [Signature]

Date: 9-22-20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUNDS Property Tag #: 001199
Contact Person: Justin Franz Phone: 3522555897
Year / Make / Model: Stihl HL100K Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property Straight Hedge Trimmer Short

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

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☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: *Lee Van Der*

Date: 9-30-20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 001302
Contact Person: Justin Franz Phone: 3522555897
Year / Make / Model: Stihl HL100K Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 500359896
Description of Property Straigh Hedge Trimmer Short

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** _____

Director Signature: [Signature]

Date: 9-30-20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 001228
Contact Person: Justin Franz Phone: 3522555897
Year / Make / Model: Stihl HS97? Vehicle No.
Miles / Hours: Serial / VIN: 286886803
Description of Property Handheld Hedge Trimmer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☒ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** The model number was worn off so very hard to tell.

Director Signature:

Date:

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 001215
Contact Person: Justin Franz Phone: 3522555897
Year / Make / Model: Stihl HL100K-FS90 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Hedge Trimmer that was turned into Weed-eater.

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** _____

Director Signature: [Signature]

Date: 9-30-20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 266424
Contact Person: Justin Franz Phone: 3522555897
Year / Make / Model: Stihl HS45 Vehicle No.
Miles / Hours: Serial / VIN: 001068775
Description of Property Handheld Hedge Trimmer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: *Lee VanDusen*

Date: 9-30-20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUNDSDS Property Tag #: 001226
Contact Person: Justin Franz Phone: 3522555897
Year / Make / Model: Stihl FC95 Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property Edger

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☒ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: 

Date: 9-30-20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 001337
Contact Person: Justin Franz Phone: 352-255-5897
Year / Make / Model: Stihl FC110 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Stihl Edger

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☒ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** _____

Director Signature: 

Date: 9-30-20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: FW / GROUND Property Tag #: 001257
Contact Person: Justin Franz Phone: 3522555897
Year / Make / Model: Stihl SG20 Vehicle No.
Miles / Hours: Serial / VIN: 979770149
Description of Property Backpack Sprayer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☒ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: 

Date: 9-30-20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 001268
Contact Person: Justin Franz Phone: 3522555897
Year / Make / Model: Stihl SG20 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 979774427
Description of Property Backpack Sprayer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☒ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** _____

Director Signature:  Date: 9-30-20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____
Method of Disposal: _____ Date Disposed: _____
Purchasing Director: _____ Date: _____
Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 001391
Contact Person: Justin Franz Phone: 3522555897
Year / Make / Model: Stihl SG20 Vehicle No.
Miles / Hours: Serial / VIN: 9791001804
Description of Property Backpack Sprayer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☒ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: 

Date: 9-30-20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 001423
Contact Person: Justin Franz Phone: 3522555897
Year / Make / Model: Stihl SG20 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 9791073994
Description of Property Backpack Sprayer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☒ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** _____

Director Signature: [Signature]

Date: 9-30-20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 001291
Contact Person: Justin Franz Phone: 3522555897
Year / Make / Model: Stihl BR430 Vehicle No.
Miles / Hours: Serial / VIN: 299065672
Description of Property Backpack Blower

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: 

Date: 9-30-20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 001329
Contact Person: Justin Franz Phone: 3522555897
Year / Make / Model: Stihl HT131 Vehicle No.
Miles / Hours: Serial / VIN: 501598966
Description of Property Pole Saw

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☒ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: 

Date: 9-30-20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: ??165
Contact Person: Justin Franz Phone: 3522555897
Year / Make / Model: Stihl HT100 Vehicle No.
Miles / Hours: Serial / VIN: 271649903
Description of Property Pole Saw

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: 

Date: 9-30-20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 001359
Contact Person: Justin Franz Phone: 3522555897
Year / Make / Model: Stihl FS94R Vehicle No.
Miles / Hours: Serial / VIN: 513429242
Description of Property Weed eater

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☒ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: 

Date: 9-30-20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #:
Contact Person: Tim Cayton Phone: 352-394-7177
Year / Make / Model: 2008 scag z turn 60" Vehicle No. 4371
Miles / Hours: NA Serial / VIN: C7900189
Description of Property Scag z turn mower / Orange in color

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** Holes in deck / engine is bad

Director Signature: [Signature]

Date: 9-30-20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUNDS Property Tag #:
Contact Person: Tim Cayton Phone: 352-394-7177
Year / Make / Model: 2008 scag 2 turn 60" Vehicle No. 4370
Miles / Hours: NA Serial / VIN: C7900188
Description of Property Scag 2 turn mower / Orange in color

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** Holes in deck / engine is bad

Director Signature: [Signature]

Date: 9-30-20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #:
Contact Person: Tim Cayton Phone: 352-394-7177
Year / Make / Model: 2003 John Deere 757 Zturn 60" Vehicle No. 4360
Miles / Hours: NA Serial / VIN: TC0757B020625
Description of Property ~~Scag z turn mower~~ / Green in color

2003 John Deere 757 Z turn 60"

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** Holes in deck / engine is bad

Director Signature: [Signature]

Date: 9-30-20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:

Division	Surplus Item	Item Make	Model	Serial Number	City ID Number
Grounds	Short Straight Hedge Trimmer	Stihl	HL100K		001199
Grounds	Hedge Trimmer/Weed Eater	Stihl	HL100K-FS90		001215
Grounds	Edger	Stihl	FC95		001226
Grounds	Hedge Trimmer	Stihl	HS97	286886803	001228
Grounds	Backpack Sprayer	Stihl	SG20	979770149	001257
Grounds	Backpack Sprayer	Stihl	SG20	979774427	001268
Grounds	Backpack Blower	Stihl	BR430	299065672	001291
Grounds	Short Straight Hedge Trimmer	Stihl	HL100K	500359896	001302
Grounds	Pole Saw	Stihl	HT130	502443942	001328
Grounds	Pole Saw	Stihl	HT131	501598966	001329
Grounds	Weed Eater	Stihl	FS94R	513429242	001359
Grounds	Backpack Sprayer	Stihl	SG20	979100804	001391
Grounds	Backpack Sprayer	Stihl	SG20	979107994	001423
Grounds	Weed Eater	Stihl	FS80	2797??84	
Grounds	Hedge Trimmer	Stihl	HS45	001068??5	266424
Grounds	Short Straight Hedge Trimmer	Stihl	HC100	105422945	
Grounds	Pole Saw	Stihl	HT100	271649903	??165
Grounds	Backpack Blower	Stihl	BR430	286689694	
Grounds	Backpack Blower	Stihl	BR430	286689710	
Grounds	Backpack Blower	Stihl	BR430	298207529	
Grounds	Backpack Sprayer	Stihl	SG20	979767767	
Grounds	Edger	Stihl		286957687	
Grounds	Mower	Scag	Z Turn	C7900188	
Grounds	Mower	Scag	Z Turn	C7900189	
Grounds	Mower	John Deer	757 Z Turn	TC0757BQ20625	
Water	Tractor	Kabota	L-275	Veh#4345	10206
Grounds	Floating Docks	Damaged in Hurricane Irma	451 Lake Mineolla Shores		
Grounds	Edger	Stihl	FC110		001337



PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS./WATER Property Tag #: 10206
Contact Person: Duane Land Phone: _____
Year / Make / Model: Kabota/Tractor Vehicle No. 4345
Miles / Hours: 8721.9/Hours Serial / VIN: N/A
Description of Property Kabota Tractor

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** _____

Director Signature: 

Date: 9-30-20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: See attached
Contact Person: Sean Sacco Phone: 352-805-9009
Year / Make / Model: see attached Vehicle No. n/a
Miles / Hours: n/a Serial / VIN: See Attached
Description of Property Electronics, lightning damage

☒ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☒ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** _____

Director Signature: _____

Date: _____

9/14/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____

ITEM	Model	Serial#	City Property Tag
Sony DVD Player	DVP-SR101P	8574438	
Yamaha Reciever	HTR-6230	T290029RT	
EPSON Projector	10	NP3F410567L	540



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: N/A
Contact Person: Sean Sacco Phone: 352-805-9009
Year / Make / Model: See Attached Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: N/A
Description of Property Out of Service Fire hose, multiple sizes

☒ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** Surplus property, Fire hose is no longer NFPA Compliant but can be sold as utility hose.

Director Signature: 

Date: 9/14/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:

ITEM	Number of Pieces	Length
LDH 4" w/ Storz	6	100'
3"	7	50'
1.75"	10	50'

6 x 100' LDH 4"

7 x 50' 3"

10 x 50' $1\frac{3}{4}$ "

On Pallet For

Auction

23 pcs @ \$20. = \$460

**CLERMONT FIRE DEPARTMENT
HOSE TEST RECORD**

1-75-105	CLAREY'S	3	50	E101R	REAR	Nov-99	4/6/2020	P	Fail	21
1-75-106	IMPERIAL	3	50	E101R	REAR	Nov-99	4/6/2020	P	Fail	21
1-75-107	CLAREY'S	3	50	E101R	REAR	Nov-99	4/6/2020	P	Fail	21
1-75-108	PONN SUPREM	1.75	50	E101R	crosslay	Jan-00	4/6/2020	P	Fail	20
1-75-109	PONN CONQUEST	1.75	50	E101R	crosslay	Apr-97	4/6/2020	P	Fail	23
1-75-110	?	1.75	50	E101R	crosslay		4/6/2020	P	FROM A-31	1
1-75-111	CLAREY'S	1.75	50	E101R	crosslay	Jan-00	4/6/2020	P		
1-75-112	PONN CONQUEST	1.75	50	E101R	crosslay	Mar-96	4/6/2020	P	Fail	24
1-75-113	CLAREY'S	1.75	50	E101R	crosslay	Jan-00	4/6/2020	P	Fail	20
1-75-114	CLAREY'S	1.75	50	E101R	crosslay	Jan-00	4/6/2020	P	Fail	20
1-75-115	ALFCO	1.75	50	E101R	C-LAY	Nov-99	4/6/2020	P	Fail	21
1-75-116	CLAREY'S	1.75	50	E101R	trash	Nov-99	4/6/2020	P	Fail	21
1-75-117	key	1.5	50	E101R	TRASH	Nov-99	4/6/2020	P	Fail	21
1-75-118	key	1.75	50	E101R	C-LAY	Nov-99	4/6/2020	P	Fail	21
1-75-119	ANGUS ALTIMA	1.75	10	E101R	C-LAY	Oct-02	4/6/2020	P		
1-75-120										
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ID Number	Manufacturer	Size	Length	Unit #	Location	In-Service Date	Test Date	Pass/Fail	Reason for Failure	
4-051	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Aug-02	4/6/2020 P			18
4-052	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Aug-02	4/6/2020 P			18
4-053	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-054	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-055	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-056	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-057	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-058	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-059	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-060	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-061	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-062	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-063	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-064	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-065	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-066	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-067	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-068	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-069	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-070	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-071	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-072	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-073	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-074	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-075	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-076	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-077	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-078	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-079	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-080	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-081	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-082	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-083	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-084	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-085	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-086	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-087	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-088	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-089	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-090	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-091	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98	4/6/2020 P			21
4-092	ANGUS SUPPLY	4	100	E101R	LDH-REAR	Dec-98				



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: N/A
Contact Person: TIM CAYTON Phone: 952-394-7177
Year / Make / Model: 2007 Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: _____
Description of Property: 4 - 395/45 R 20 MILITARY TIRES AND WHEELS OFF AN WRAP

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** REPLACED OLD TIRES ON THE P/D WRAP AND SURPLUS THE OLD ONES.

Director Signature: _____

Date: 9/8/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY OF
CITY OF CLERMONT



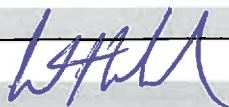
PROPERTY DISPOSAL FORM

Dept. / Division: DEV. SERVICES/DEV. SVCS Property Tag #: 11509
Contact Person: Curt Henschel Phone: 7308
Year / Make / Model: 2014 HP G6H51A#B1K Vehicle No.
Miles / Hours: Serial / VIN: SDK4510D008
Description of Property 2014 HP Designjet Pro Scanner

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: 

Date: 9-30-20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6740



PROPERTY DISPOSAL FORM

Dept. / Division: CITY CLERK Property Tag #:
Contact Person: Tracy Ackroyd Howe Phone: 352-241-7332
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property black office chair

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: 

Date: 9/11/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



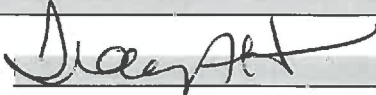
PROPERTY DISPOSAL FORM

Dept. / Division: CITY CLERK Property Tag #:
Contact Person: Tracy Ackroyd Howe Phone: 352-241-7331
Year / Make / Model: C360 Vehicle No.
Miles / Hours: Serial / VIN: A0ED01101529
Description of Property BIZhub Printer ID 9478 6318

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: 

Date: 9-25-20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 13, 2020		
Agenda Item Name		
Piggyback Agreement		
Requested Action		
Recommend to approve a piggyback contract number RFP-1210-17/RTB from Seminole County with National Metering Services, Inc to provide contractual services for the replacement of small water meters.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. At the request of the Environmental Services Department, the Purchasing Department sought a contract from Seminole County number RFP-1210-17/RTB, to obtain contractual services for the replacement of small water meters. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 2009-004 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Seminole County contract number RFP-1210-17/RTB The Seminole County contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The estimated annual amount of this contract is \$51,000.00 and is included in the current approved budget.		
Account Code: 41533-53420		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 2009-004	RFI 2009-004.pdf	
2. Complete - Executed agreement	Complete - Executed agreement.pdf	



REQUEST FOR INFORMATION

Intent to Utilize the Seminole County Contract for Replacement of Small Water Meters

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Procurement Services Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 2009-004	ISSUED DATE: September 11, 2020
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>September 21, 2020 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Procurement Services Director by email.

Hardcopy responses may be delivered to: City of Clermont Procurement Services Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Procurement Services Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services

(b) Company Information: National Metering Services, Inc

(c) Contract Number and Title: Replacement of Small Water Meters / RFP-1210-17/rtb

(d) Length of Contract: 1 Year(s) w/1 optional 1-year renewal.

(e) Product or Service Provided: Replacement of Small Water Meters

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Procurement Services Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.

**CONTRACTOR SERVICES AGREEMENT
REPLACEMENT OF SMALL WATER METERS
(RFP-1210-17/RTB)**

THIS AGREEMENT is dated as of the 1st day of may 2017, by and between **NATIONAL METERING SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 491, Kearny, New Jersey 07032, hereinafter referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide replacement of small water meters to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent, qualified, and desires to provide those services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

Section 1. Services.

(a) COUNTY does hereby retain CONTRACTOR to furnish professional services and perform those tasks as further described in the Scope of Services, attached as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. This



Agreement standing alone does not authorize the performance of any work nor require COUNTY to place any orders for work.

(b) CONTRACTOR may utilize labor categories that are not included in the fee proposal for each Work Order, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order amount. In no event shall the Work Order amount be modified as a result of any changes in labor categories. CONTRACTOR shall submit a written request to the COUNTY's Project Manager for approval of any substitution prior to the utilization of any labor category for service. COUNTY's Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement that are in effect on the date of COUNTY's approval for any substitution.

Section 2. Term. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

Section 3. Authorization for Services. Authorization for performance of professional services by CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Work Order is attached as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or

promise as to the number of available projects nor that CONTRACTOR will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be rendered by CONTRACTOR shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein.

Section 5. Compensation. COUNTY agrees to compensate CONTRACTOR for the professional services provided for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". CONTRACTOR shall be compensated in accordance with the Rate Schedule attached as Exhibit C.

Section 6. Reimbursable Expenses.

(a) If a Work Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Fixed Fee", "Not-to-Exceed", or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:
\$6.00 without receipts
\$10.00 with receipts;
2. Lunch:
\$11.00 without receipts
\$13.00 with receipts;
3. Dinner:
\$19.00 without receipts
\$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONTRACTOR in the interest of the Project.

(b) Any reimbursable expenses under this Agreement shall be supported by a source document such as a receipt or invoice with the employee's name, Project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

Section 7. Payment and Billing.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee basis. CONTRACTOR shall perform all work required by the Work Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONTRACTOR shall perform all work required by the Work Order, but in no event shall CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

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

(d) For Work Orders issued on a Fixed Fee Basis, CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONTRACTOR ninety percent (90%) of the approved amount on Work Orders One Hundred Thousand and No/100 Dollars (\$100,000.00) and over in value and one hundred percent (100%) of the approved amount on Work Orders under One Hundred Thousand and No/100 Dollars (\$100,000.00) in value issued on a Fixed Fee basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONTRACTOR may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONTRACTOR ninety percent (90%) of the approved amount on Work Orders One Hundred Thousand and No/100 Dollars (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%) of the approved amount on Work Orders under One Hundred Thousand and No/100 Dollars (\$100,000.00).

(f) Each Work Order One Hundred Thousand and No/100 Dollars (\$100,000.00) and over in value issued on a Fixed Fee basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONTRACTOR may invoice the amount due for services actually performed and completed. COUNTY shall pay CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a Time Basis Method with a Limitation of Funds amount.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A copy of the invoice shall be sent to:

Environmental Services Utilities Operations Division
3300 Dike Road
Winter Park, Florida 32792

(h) Upon review and approval of CONTRACTOR's invoice, COUNTY shall, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

Section 8. General Terms of Payment and Billing.

(a) Upon satisfactory completion of work required hereunder, and upon acceptance of the work by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement and less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment hereunder. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by this Section.

(c) In addition to the above, if Federal funds are used for any work under this Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during this Agreement's period and for five (5) years

from the date of final payment under this Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 9. Responsibilities of CONTRACTOR.

(a) CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

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

Section 10. Ownership of Documents. All deliverable analysis, reference data, survey data, plans, and reports, or any other form of written instrument or document that may result from CONTRACTOR's services, or have been created during the course of CONTRACTOR's performance

under this Agreement, shall become the property of COUNTY after final payment is made to CONTRACTOR.

Section 11. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall:

(1) immediately discontinue all services affected unless the notice directs otherwise; and

(2) deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee basis, CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement as determined solely and conclusively by COUNTY.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the services required by this Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be

responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 12. Agreement and Work Order In Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement shall prevail.

Section 13. Equal Opportunity Employment. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 14. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 15. Conflict of Interest.

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

Section 16. Assignment. This Agreement nor any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 17. Subcontractors. In the event that CONTRACTOR during the course of the work under this Agreement requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required

in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

Section 18. Indemnification of COUNTY. CONTRACTOR agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONTRACTOR, whether caused by CONTRACTOR or otherwise.

Section 19. Insurance.

(a) General. CONTRACTOR shall, at its own cost, procure insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY, its officials, officers and employees shall be named additional insured under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, please provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the additional insured verbiage. The Certificate of Insurance shall provide that COUNTY shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the insurance requirements of this Agreement. **The Certificate shall have this Agreement number clearly marked on its face.** In lieu of the statement on the Certificate of Insurance, CONTRACTOR shall have the option to submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Section.

(3) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section. Certified copies of policies may only be provided by the insurer, not the agent/broker.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulation.

(2) In addition, such companies shall have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective upon execution of this Agreement by CONTRACTOR and shall be maintained in force until the expiration of this Agreement's term and/or the expiration of all Work Orders issued under this Agreement, whichever comes first. Failure by CONTRACTOR to maintain insurance coverage within the stated period and in compliance with insurance requirements of COUNTY shall constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by COUNTY. The amounts and types of insurance shall conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of

coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy shall be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of any endorsement(s) excluding or limiting coverage for Products/Completed Operations, independent contractors, property of COUNTY in CONTRACTOR's care, custody or control, or property of COUNTY on which contracted operations are being performed, explosion, collapse, or underground hazards (XCU Coverage), Contractual Liability, or Separation of Insureds.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be as follows:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos or any autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three times (3x) the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy

shall be:

Each Occurrence Bodily	\$1,000,000.00
Injury and Property Damage	
Liability Combined	

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary and non-contributory basis to the General Liability, Business Auto, and any other policy for which additional insured status is available, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability and the Umbrella policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees or its agents of liability from any obligation under a Section or any other portion of this Agreement.

Section 20. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures", arising under this Agreement within the dispute resolution procedures set forth in Section 3.5540, "Contract Claims", Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute

resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

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

Section 21. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one or more COUNTY employees to whom all communications pertaining to the day to day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and shall keep COUNTY continually advised of such designation.

Section 22. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to

in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

Section 23. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 24. Independent Contractor. It is agreed that nothing herein contained is intended or should be construed as, in any manner, creating or establishing a relationship of co-partners between the parties or as constituting CONTRACTOR, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Section 25. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 26. Services Not Provided For. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

Section 27. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all

requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records and shall:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

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

(c) Failure to comply with this Section shall be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(d) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, RHOOPER@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 EAST SECOND STREET, SANFORD, FL 32771.

Section 28. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 29. Patents and Royalties. Unless otherwise provided, CONTRACTOR shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or

article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services, or procure a license at no cost to COUNTY which will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY agrees to return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 30. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

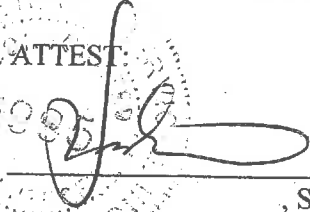
Environmental Services Utility Operations Division
3300 Dike Road
Winter Park, Florida 32792

For CONTRACTOR:

National Metering Services, Inc.
P.O. Box 491
Kearny, New Jersey 07032

Section 31. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

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

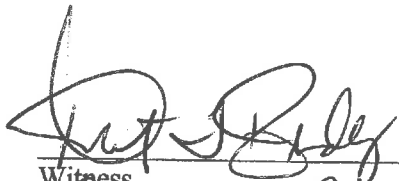
ATTEST:

_____, Secretary
(CORPORATE SEAL)

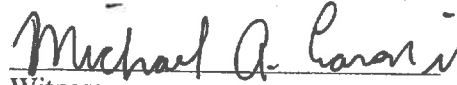
NATIONAL METERING SERVICES, INC.

By: 

WILLIAM CASTEE, Vice-President

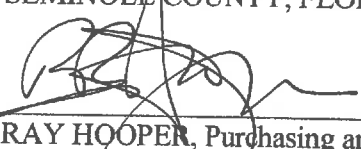
Date: 4/27/17



Witness
Robert T. Bradley
Print Name


Witness
Michael A. Eason
Print Name

SEMINOLE COUNTY, FLORIDA

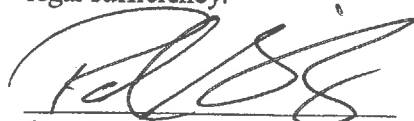
By: 

RAY HOOPER, Purchasing and
Contracts Manager

Date: 5/1/17

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.



County Attorney

PG/lpk

1/4/17 3/22/17

P:\Users\Legal Secretary CSB\Purchasing 2017\RFP-1210.docx

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Rate Schedule

As authorized for execution by the
Board of County Commissioners at
its April 25, 20 17,
regular meeting.

Replacement of Small Water Meters

1. General Description:

- a. The Seminole County Environmental Services Department (SCES) requires the services of an experienced, licensed contractor to provide water meter replacement and installation services within the SCES utility's distribution systems. SCES will furnish the successful contractor with the most recent copy of the water meter atlas and reading routes in an electronic format.
- b. The Contractor will be responsible for furnishing all supervision, labor, customer notification, tools, equipment, parts and materials to complete the requested work as specified in the Scope of Service section. The Contractor will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Service.

2. Standards:

- a. SCES Utility Engineering Specifications for Water Distribution Construction.
- b. Seminole County Standards for applicable public right-of-way use under County jurisdiction.
- c. Manual on Uniform Traffic Control Devices for Streets and Highways (most recent version) for all traffic control and maintenance of traffic.
- d. AWWA Standards for Water Meters – Selection, Installation, Testing and Maintenance, Most Recent Edition (M-6).
- e. OSHA Standards as applicable to associated work.

3. SPECIAL CONDITIONS

a. Certifications:

- A. Contractor shall be a certified Underground Utilities Contractor or certified General Contractor, who has been in business no less than 3 years.
- B. Bidding contractors shall provide references and contacts in their bid package of at least three (3) similar projects within the last five (5) calendar years.

Replacement of Small Water Meters

b. Performance:

- A. All work shall be self-performed, under this contract all work shall be completed by the selected contractor's employees. The use of sub-contractors or contract labor is not permitted.
- B. Contractor shall be adequately staffed and equipped to install 1000 meters per month.
- C. Contractor shall have adequately staffed and equipped customer service desk with after-hours support, capable of receiving warranty repair calls 24 hours / 7 days a week. This customer service desk shall be capable of dispatching repair technicians without any coordination from the County within a (4) four hour time frame to include weekends and holidays.
- D. Seminole County will supply **only** the following materials:
 - A. Water Meter Bodies $\frac{3}{4}$ " through 2", meter bodies are serialized and each installation shall be documented.
 - B. Water Meter Encoders $\frac{3}{4}$ " through 2, meter encoder are serialized and each installation shall be documented.
 - C. Mobile RF link endpoints, endpoints are serialized and each installation shall be documented.
 - D. Water Meter tailpieces and make-up flanges.
 - E. Backflow Devices $\frac{3}{4}$ " and 1". Please note $1\frac{1}{2}$ " and 2" Backflow Devices are customer owned the Contractor shall document any and all discrepancies so that the County can properly address all issues.
 - F. Meter Boxes and Lids as needed.
- E. The Contractor shall provide all the necessary piping, fittings, gaskets and appurtenances required to complete work.
- F. The Contractor must not impact existing trees or landscaping/hardscaping during construction. Every alternative should be considered to avoid impacts.
- G. Perform and complete the work in the manner best suited to promote rapid construction consistent with the safety of life and property.
- H. Perform all work in the manner necessary to hold customer inconvenience to a minimum.

Replacement of Small Water Meters

- I. Bulk material or material storage will not be permitted at the work site. Only the materials to be used on a specific day and the following day may be kept on the work site. Bulk material shall be stored at a mutually agreed to location by the Contractor and County.
- J. Keep the worksite and the adjacent premises as free from material, debris and rubbish as is practical and shall remove the same from any portion of the site if, in the opinion of the Owner, such material, debris, or rubbish constitutes a nuisance or is objectionable. The work site shall be cleaned at the end of each workday. This includes sweeping of sidewalks and roadways if necessary.
- K. Contractor is required to use the "Sunshine One Call" system to have existing utilities located prior to work in an area. Locate tickets shall be updated as required by relevant laws.

4. PUBLIC NOTIFICATION AND INVOLVEMENT:

- a. Contractor and County shall coordinate on the public involvement programs.
- b. The Contractor shall be responsible for notifying all affected residents and businesses, in writing, at least one week prior to the start of construction. Notification will include the work description, expected duration, work hours and an emergency contact name and number. Every effort will be made to meet this goal and keep service interruption to a minimum.
- c. The Contractor will be responsible for supplying the door hangers for the above notification. A sample door hanger will be provided by the Contractor for the County to review and approve. The Contractor will be responsible for filling in the relevant information and canvassing the area to hang them. At NO TIME will tape or any type of adhesive be used to attach the door hanger at a residence or business.

4. Contractor's Personnel:

- a. The Contractor must employ and assign a **Project Manager** who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within SCES distribution systems.

Replacement of Small Water Meters

- b. The Contractor shall employ and designate a qualified Quality Control Manager who shall be responsible for inspection of all field work and data collection. The Quality Control Manager shall also be responsible of random sampling of not less than 10% of the total monthly completed meter exchanges. This will provide quality assurance of all physical aspects of the service and validation of all data attributes collected.
- c. The Contractor's Project Manager and Quality Control Manager can be one in the same person upon approval of the County. The awarded contractor is required to have physically presence, in Seminole County, while any assigned personnel are working.
- d. For each job or task assigned under this contract, the Contractor's Project Manager shall only supply qualified and responsible Service Technicians to complete requested work. Only workers who are technically competent and are of acceptable character shall be hired.
- e. The Contractor will only utilize employees who have successfully passed a background investigation under the auspices of the Jessica Lunsford Act; Section 1012.465/467 and 468 of the Florida Statutes. The Contractor will submit to the county, an affirmation that ALL employees working on this project have met these requirements
- f. At any time the Contractor's personnel is working within the SCES distribution systems, notification is required to the SCES SCADA Operations Center at 407-665-2767. Notification will include subdivision name, area and or streets; being as specific as possible.
- g. The contractor will be responsible to divide the different work areas into phases. The contractor will need to investigate the areas; subdivision or rural. Work will be completed and signed off by the County project manager in one area or phase prior to moving into another phase.
- h. The Contractor's field personnel shall wear similar uniforms with the company logo and shall have on their person, displayed in a conspicuous manner, a picture identification badge. The picture ID shall have the Contractor's name, employee name, title and signature, employee's picture and employee ID number. Employees without proper uniforms and identification will not be permitted to work.
- i. All Service Technicians shall arrive at, and travel through Seminole County's Utility systems in a presentable service vehicle decaled with the Contractor's name, logo, telephone number and contractor's license number.

Replacement of Small Water Meters

5. Contractor's Equipment:

- a. The Contractor shall utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Contractor to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. It shall be the responsibility of the Contractor to clean up all contaminated and/or damaged surfaces and properly dispose of all contaminated materials. A chain of custody document shall be submitted to the County showing proper disposal of all contaminated materials.
- b. All Contractor service vehicles shall be maintained in a presentable manner and shall be decalated with the Contractor's name, logo, telephone number and contractor's license number.

6. SCOPE OF SERVICES

a. Replacement of Existing Small Meters & Backflow ¾" to 2" (Items 1 a through d) This work includes mobilization, all labor, parts and equipment necessary to replace the existing meter and backflow device. If site disturbance is required, the site shall be returned to its' original condition with placement of sod as required. The contractor shall remove excess soil and debris from the site. Seminole County will provide water meter. Contractor shall provide all necessary pipe, fittings and appurtenances required for replacement of the water meter. The replaced meter shall be returned to Seminole County at 3300 Dike Road. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost to the County. (County supplies water meter, radio unit, meter tail piece and backflow device)

b. Replacement of Existing Small Meters ¾" to 2" (Items 2 a through d) This work includes mobilization, all labor, parts and equipment necessary to replace the existing meter only. Meter box and backflow device replacement if required shall be performed under a separate items. If site disturbance is required, the site shall be returned to its' original condition with placement of sod as required. The contractor shall remove excess soil and debris from the site. Seminole County will provide water meter.

Replacement of Small Water Meters

Contractor shall provide all necessary pipe, fittings and appurtenances required for replacement of the water meter. The replaced meter shall be returned to Seminole County at 3300 Dike Road. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost to the County. (County supplies water meter, radio unit, and meter tail piece)

- c. **Replacement of Existing Small Backflow Device ¾" to 2" (Items 3 a through d)** This work includes mobilization, all labor, parts and equipment necessary to replace the existing backflow device only. Meter and meter box replacement if required shall be performed under a separate items. If site disturbance is required, the site shall be returned to its' original condition with placement of sod as required. The contractor shall remove excess soil and debris from the site. Seminole County will provide backflow devices ¾" and 1", contractor to supply 1½" and 2" backflow devices. Contractor shall provide all necessary pipe, fittings and appurtenances required for replacement of the water meter. The replaced backflow shall be returned to Seminole County at 3300 Dike Road. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost to the County. (County supplies meter tail piece and backflow device)
- d. **Replacement of meter box for ¾" to 2" meters (Items 4 a & b)** This work includes mobilization, all labor and equipment necessary to replace and the meter box only...Replacement of a meter box if required by the County shall be performed in conjunction with replacement of a meter. County shall provide meter boxes to be used, however they may not be identical to existing units. The site shall be returned to its' original condition with placement of sod as required. The contractor shall remove excess soil and debris from the site. (County supplies water meter box)
- e. **Curbstop replacement during water meter installation (Item 5 a through f)** This work includes mobilization, all labor and equipment necessary to replace and the curbstop only. Replacement of a curbstop if required, shall be performed in conjunction with replacement of a meter. Contractor shall provide curbstops to be used. The unit price bid for this item shall include the additional cost for installation of meter coupling during meter replacement. Meter coupling will be provided by Seminole County. All

Replacement of Small Water Meters

other materials and equipment required to make the connection shall be at contractor's expense. It is the contractor's responsibility to properly control water flow without damaging the supply service line. The replaced curbstop shall be returned to Seminole County at 3300 Dike Road. The site shall be returned to its' original condition with placement of sod as required. The contractor shall remove excess soil and debris from the site. (County supplies water meter tail piece)

f. Post Exchange Old Meter Testing ¾" to 2" (Items 6 a through d)

This work includes mobilization, all labor, parts and equipment necessary to Post Exchange test the existing meters only. All meters shall be tested per AWWA M6 Water Meters–Selection, Installation, Testing and Maintenance, most recent edition guidelines. The tested replaced meter shall be returned to Seminole County at 3300 Dike Road. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost to the County.

g. Post Exchange Concrete and Sod replacement (Items 7 a through d)

This work includes mobilization, all labor, parts and equipment necessary to replace all concrete and sod require to restore work site to original condition The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost to the county.

h. Testing Existing Meters in-place (Items 8 a)

This work includes mobilization, all labor, parts and equipment necessary to test meters while in-place. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost to the county.

Replacement of Small Water Meters

7. Technical Requirements:

- a. Prior to commencing with any field work at any customer's residence, the selected Contractor shall arrange a scheduled appointment convenient to the customer to complete the exchange.
- b. Prior to commencing each meter replacement at a customer's premises, the Contractor shall inspect existing water meter settings, service piping and shut off valves. If the Contractor determines that existing conditions are such that damage to the existing service piping or the resident's property would result, the County will be so notified and the Contractor shall await the County's decision on how to proceed and then proceed in accordance with that decision. The contractor will notify customer that the meter exchange will have to be rescheduled.
- c. Prior to commencing with any and all work at the location, the contractor's technician shall knock on the customers' door(s) and notifies them that the water will be off for the scheduled work.
- d. Prior to commencing with any and all work at the location, the site shall be digitally photographed. At a minimum of two site shots must be taken, a pre-installation shot showing the condition of the meter box and surrounding area prior to any work and a post-installation shot showing the condition of the meter box and surrounding area after all work is completed.
- e. Prior to removing any meters the contractor shall remove all water, dirt, debris etc. from the meter box, so as to safely extract the existing meter. In every case, the curb stop and brass meter couplings must be exposed, clearly visible and accessible for the application of tools/equipment. This work shall be accomplished by the use a large volume contained vacuum system. All debris and water collected shall be disposed of in a manner which will cause no health hazard, flooding or nuisance to the surrounding areas and in a manner so as not to degrade the water quality of surrounding water or violate any environmental ordinances or requirements, in accordance to Federal, State, and/or Local regulations.

Replacement of Small Water Meters

f. Successful Proposer shall isolate the customer's meter by closing the curb-stop valve, however if the curb-stop valve at the meter is inoperable these details must be documented on a work order. The Proposer shall immediately contact the County's representative for approval of curb-stop valve replacement. The contractor shall use a non-Freon type freezing tool to stop the flow of water, the use of a crimping tool is not allowed. The freezing device will employ CO2 or other environmentally safe refrigerant. Upon completion of the installation, the installer will verify proper thawing of the line and the return of full water flow to the customer. The cost of the curb stop and freezing service lines shall be included in the curb-stop replacement bid price and the County shall not accept any claims for extra payment.

g. The contractor's technician shall remove the existing meter and backflow device. If meter has old style backflow device (fig.1), both meter and backflow device shall be replaced. If meter has new style backflow device (fig.2), only the meter shall be replaced. Technician re-installs meter and backflow assembly, taking care for proper placement of radio unit. The contractor's technician restores water and checks for leaks and verifies that all connections are water tight.

h. After reattachment of the meter and backflow device to the customer's service line, the Contractor shall flush the service at line at a hose bibb at the residence or business until the water comes out of the hose bibb without air pockets and water is clean. During this operation, the contractor shall also insure that the meter dial registers flow through the meter.

i. Upon completion the technician shall install meter box lid, remove excess soil and debris from the site, restore site to pre-installation condition and take post-installation digital photos. This post-installation shot showing the condition of the meter box and surrounding area.

j. After replacement meter installation, the contractor shall digitally photograph the meter. This photograph shall clearly document the meter's beginning reading, placement in the meter box and that there are no leaks.

Replacement of Small Water Meters

8. Documentation

1 Documentation data will be collected on each water meter in agreed upon format, with the following information at a minimum:

A. Location data

- a. Customer name
- b. Address
- c. Photos

B. Old Meter Physical data –

- a. Identification number of both meter body and register
- b. Meter Brand
- c. Meter size
- d. Encoder type
- e. Final read
- f. Post Exchange meter test information.

C. New Meter Physical data –

- a. Identification number of both meter body and Encoder / RF sending unit
- b. Meter Brand
- c. Meter size
- d. Encoder type
- e. Beginning read

D. **Discrepancies** – Document all discrepancies so that a County work order can be concisely created.

E. **Scheduling** - The County maintains the right to put an area “off limits” for work temporarily due to the monthly meter reading cycles. The contractor will be provided with specific areas and off limit dates once the project is awarded.

9. Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements:

- a. The Contractor shall be responsible for obtaining all Utility Locates through, and in accordance with “Sunshine State One Call of Florida (SSOCOF) Excavation Guide (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/or ROW. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Seminole County, State of

Replacement of Small Water Meters

10. Job Site Management:

a. The Contractor shall set up, manage and restore each job site in a responsible manner that includes but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Contractor leave the job site unattended. Each job site (regardless of duration of work) must be maintained at all times in a safe and responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by the SCES in advance of the work. It shall be the ultimate responsibility of the Contractor to restore all work sites to pre-work condition. All restoration activities including irrigation system repairs shall be the responsibility of the contractor.

11. Warranty:

a. The contractor shall guarantee all workmanship and materials for all described work for a period of 180 days from the date of the installation. The contractor shall be responsible for all leaks within a 5 foot radius of the exchanged meters for 180 days from the date of the installation. During this 180 day period, the contractor's crew shall respond 24 hours a day, 7 days a week, within four (4) hours of a customer call and repair leaks at no additional costs to the County. All project workmanship will be to the satisfaction of the Utility/County as stipulated by this contract and may be inspected by a Utility/County representative before approval of invoice.

Replacement of Small Water Meters



Figure #1



Figure #2

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Master Agreement Title: _____
Project Title: _____

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☐ scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds
☐ retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Work Order by the parties, and shall be completed within calendar days from the effective date of this Work Order. Failure to meet the completion time shall be grounds for Termination of both the Work Order and the Master Agreement for Default.

WORK ORDER AMOUNT: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST/WITNESS:

Consultant

_____, Secretary

By: _____, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Procurement Analyst)

By: _____
Diane R. Reed, Procurement Administrator

(Procurement Analyst)

Date: _____
As authorized by Section 3.554 Seminole
County Administrative Code.

OC # _____

ON # _____

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This Work Order shall take effect on the date of its execution by the COUNTY and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this Work Order, unless terminated earlier in accordance with the termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an Amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iv) The CONSULTANT may utilize labor categories that are not included in the attached fee proposal, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. The CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and their associated

Exhibit B

hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.
- i) FLORIDA PUBLIC RECORDS ACT.
 - (i) Consultant must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Work Order which are subject to the public records act, Chapter 119, *Florida Statutes* and as stated in the Master Services Agreement.

EXHIBIT C

ITEM	ITEM DESCRIPTION	UNIT	EST. ANNUAL	UNIT COST	TOTAL
1a	Replacement of 3/4" meter & backflow device with Testing	LOT	9000	\$ 68.00	\$ 612,000.00
1b	Replacement of 1" meter & backflow device with Testing	LOT	500	\$ 68.00	\$ 34,000.00
2a	Replacement of 3/4" meter only with testing	EACH	250	\$ 34.00	\$ 8,500.00
2b	Replacement of 1" meter only with testing	EACH	100	\$ 34.00	\$ 3,400.00
2c	Replacement of 1 1/2" meter only with Testing	LOT	250	\$ 140.00	\$ 35,000.00
2d	Replacement of 2" meter only with Testing	LOT	500	\$ 160.00	\$ 80,000.00
3a	Replacement of 3/4" backflow device	EACH	250	\$ 75.00	\$ 18,750.00
3b	Replacement of 1" backflow device	EACH	100	\$ 85.00	\$ 8,500.00
4a	Replacement of meter box for 3/4" or 1" meters (includes double boxes)	EACH	1500	\$ 20.00	\$ 30,000.00
4b	Replacement of meter box for 1 1/2" or 2" meters	EACH	100	\$ 25.00	\$ 2,500.00
5a	Replacement of 3/4" curbstop (single)	EACH	250	\$ 225.00	\$ 56,250.00
5b	Replacement of 3/4" curbstop (double)	EACH	250	\$ 355.00	\$ 88,750.00
5c	Replacement of 1" curbstop (single)	EACH	25	\$ 245.00	\$ 6,125.00
5d	Replacement of 1" curbstop (double)	EACH	25	\$ 410.00	\$ 10,250.00
5e	Replacement of 1 1/2" curbstop (single)	EACH	10	\$ 385.00	\$ 3,850.00
5f	Replacement of 2" curbstop (single)	EACH	10	\$ 415.00	\$ 4,150.00
6a	Post Exchange Old 3/4" Meter Testing	EACH	9000	\$ 6.00	\$ 54,000.00
6b	Post Exchange Old 1" Meter Testing	EACH	500	\$ 8.00	\$ 4,000.00
6c	Post Exchange Old 1 1/2" Meter Testing	EACH	250	\$ 15.00	\$ 3,750.00
6d	Post Exchange Old 2" Meter Testing	EACH	500	\$ 25.00	\$ 12,500.00
7a	Replacement of 4" thick concrete sidewalk	SF	1000	\$ 10.00	\$ 10,000.00
7b	Replacement of 6" thick concrete driveway	SF	250	\$ 12.00	\$ 3,000.00
7c	Replacement of sod if required (like kind)	SF	1000	\$ 1.50	\$ 1,500.00
8a	Meter Testing Only (in place)	EACH	150	\$ 175.00	\$ 26,250.00
Grand Total					\$1,117,025.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2017

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 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 Eastern Insurance Group LLC 233 West Central St Natick MA 01760 INSURED National Metering Services Inc PO Box 491 Kearny NJ 07032	CONTACT NAME: Construction PHONE (A/C, No, Ext): (800) 333-7234 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance INSURER B: AmGuard INSURER C: INSURER D: INSURER E: INSURER F:
---	--

COVERAGES

CERTIFICATE NUMBER MASTER 2017

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 SUBR INSD 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:	☒	TB2-Z11-262151-027	4/12/2017	4/12/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	☒	AS2Z11262151017	4/12/2017	4/12/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	☒	TH7-Z11-262151-047	4/12/2017	4/12/2018	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	NAWC820089	4/12/2017	4/12/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP-1210-17/RTB - Replacement of Small Water and Reuse Water Meters

Seminole County Board of County Commissioners, its officials, officers and employees, as additional insured

CERTIFICATE HOLDER**CANCELLATION**SEMINOLE COUNTY
BOARD OF COMMISSIONERS

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

John Koegel/JAGUIA

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 13, 2020		
Agenda Item Name		
Single/Sole Source Purchase		
Requested Action		
Recommend to approve single/sole source purchase from Parkson Corporation to acquire repair automatic bar screen filter system.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 2009-007 to verify whether the specifications for the commodity specified are non-restrictive and capable of being met by more than one company. The City of Clermont Procurement Services Policy provides that a purchase may be made without competition when there is only one source for the required product or service. Therefore a single/sole source purchase is justified if there is only one product of service that can reasonably meet the City's need and there is only one company that can provide such product or service. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that Council approve the single/sole source purchase. This device separates solids from liquids in the wastewater treatment process.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$57,072 is included in the approved current budget.		
Account Code: 42535-66300		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 2009-007	RFI 2009-007.pdf	
2. Sole Source Letter	Sole Source Letter.pdf	
3. Company Quote	Company Quote.pdf	



REQUEST FOR INFORMATION

Justification of Sole Source Acquisition from Parkson

CONTACT INFORMATION:	RFI No. 2009-007	ISSUED DATE: <i>September 18, 2020</i>
Ramsey Gross, MPA Senior Procurement Agent EMAIL: rgross@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO SOLE SOURCE PURCHASE NOTICE END DATE: <u>September 28, 2020@ 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Procurement Services Director by email.

Hardcopy responses may be delivered to: City of Clermont Procurement Services Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to verify whether the specifications for the commodity specified below are non-restrictive and capable of being met by more than one company. **This is not an invitation to submit a bid or quote.** This notice will be posted for seven (7) business days.

The City of Clermont Purchasing Policy provides that a purchase may be made without competition when there is only one source for the required product or service. Therefore a "single/sole source" purchase is justified if there is only one product or service that can reasonably meet the City's need and there is only one company who can provide such product or service.

1 – SOLE SOURCE INFORMATION

(a) Department: Public Services Environmental Services

(b) Company Information: Parkson

(c) Product or Service Provided: OEM replacement parts, building and working on Parkson products.

(d) Sole Source Justification: Repair or maintenance for specific brand of existing equipment is available from only original equipment manufacturer or designated service dealer.

2 – ACTION TO BE TAKEN

No action is required if you agree the proposed purchase is a valid sole source. If you disagree that the proposed purchase is a valid sole source, please contact the Purchasing Director by email or by mail prior to the “Notice End Date” indicated above to advise whether your company can provide the product or service mentioned above.

Prospective respondents are requested to provide information regarding their ability to provide the product or service described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.



1401 West Cypress Creek Road
Suite 100
Fort Lauderdale FL 33309-1969
Phone 1.888.PARKSON
Fax 954.974.6182

Page 1

Sole Source Letter

To:	John Smith	Date:	September 18, 2020
Company:	Clermont WWTP 3335 Hancock Rd. Clermont, FL 34711	From:	Marty Unger
Tel:	352-241-0178	Tel:	954-383-1757
Fax:	352-241-0542	Fax:	954-252-3775
Email:	jsmith@clermontfl.org	Email:	munger@parkson.com
# Pages:	1	Cc:	
Subject:	Product: Aqua Guard		

This document is to confirm that Parkson Corporation is the sole source provider for parts for the subject product. Parkson Corporation is the original manufacturer/supplier of the subject product and is the only source for OEM replacement parts. In addition, Parkson is the only company with certified technicians capable of rebuilding/working on the subject product.

If I can be of further assistance or should you have any questions, please feel free to contact me.

Sincerely,

Marty Unger
Parkson Corporation



Fort Lauderdale ♦ Chicago ♦ Montreal ♦ Mumbai

www.parkson.com
technology@parkson.com

Rev 4 AF-008



1401 West Cypress Creek Road
Suite 100
Fort Lauderdale FL 33309-1969
Phone 1.888.PARKSON
Fax 954.974.6182

Page 1

Sole Source Letter

To:	John Smith	Date:	September 18, 2020
Company:	Clermont WWTP 3335 Hancock Rd. Clermont, FL 34711	From:	Marty Unger
Tel:	352-241-0178	Tel:	954-383-1757
Fax:	352-241-0542	Fax:	954-252-3775
Email:	jsmith@clermontfl.org	Email:	munger@parkson.com
# Pages:	1	Cc:	
Subject:	Product: Aqua Guard		

This document is to confirm that Parkson Corporation is the sole source provider for parts for the subject product. Parkson Corporation is the original manufacturer/supplier of the subject product and is the only source for OEM replacement parts. In addition, Parkson is the only company with certified technicians capable of rebuilding/working on the subject product.

If I can be of further assistance or should you have any questions, please feel free to contact me.

Sincerely,

Marty Unger
Parkson Corporation



Fort Lauderdale ♦ Chicago ♦ Montreal ♦ Mumbai

www.parkson.com
technology@parkson.com

Rev 4 AF-008

Quotation

NUMBER: B02011320 Rev 2

DATE: September 18, 2020

TO: Clermont WWTP
3335 Hancock Rd.
Clermont, FL 34711
Attn: John Smith
Tel: 352-241-0178
Fax: 352-241-0542
E-Mail: jsmith@clermontfl.org

REF.: Project Name: Clermont WWTP
Project Location: Clermont, FL
Original Serial #: 210059
Rebuild #: B02011320
Specification Sec.:

Parkson Corporation proposes the reconditioning of your existing Aqua Guard® Continuous Self-Cleaning Bar/Filter Screen and is pleased to provide this **Rebuild/Retrofit Quotation** for the following:

ITEM 1 AQUA GUARD SELF-CLEANING BAR/FILTER SCREEN

Existing Units: 1
Unit #: 1
Model: AG-MN-A

1.A Existing Equipment:

Description

Screen Width: 22 1/2 in.
Solids Discharge Height: 12 ft.
[as measured from the bottom of the channel to the discharge point]
Screen Angle: 75 °
Screen Opening: 6 mm
Application / Industry: Municipal

Materials of Construction

Elements: high impact polycarbonate alloy
Frame: 316 SS
Conveyor Chain: 316/410
Filter Element Shafts: 316 SS
Side Plate: high impact phenolic

1.B The following parts are recommended for replacement on one (1) unit:

210059	
Clermont, FL	
AG-MN-A, 22 1/2" x 12' DH, 75°, 6mm, 316SS	
<u>Item Description</u>	<u>Quantity</u>
Complete Screen Assembly	1
Front Seal Brush Set	1
Rotating Brush Assembly	1
Upper Guide Rails, AS/OH	2
Spacers	6
Guide Rails, AS/OH	2
Lower Guide Rails	2
Lower Guide Rail Mtg. Spacers	4
Filler Plates	2
Discharge Pan Seal	1
Side Seals	2
Brush Chain, #40	1
Drive Shaft Sprocket	1
Brush Sprocket	1
Drive Shaft Flange Bearing	1
Rotating Front Rail Pillowblock Bearing	2
Brush Bearing	2
Brush Bushing	1
Sprocket Bushing	1
Chain Tightener	1
Crane	2
Misc. Hardware	1
Nameplates & Labels	1
Nameplates & Labels	1
Nameplates & Labels	2
<u>Screen Assembly Components</u>	
Side Plates	204
Spacer Washers	204
Chain Link Assembly	204
Shaft Plugs	204
Filter Shafts, Hollow	102
Elements	2346
Snap Rings	204
<u>Front Seal Brush Set</u>	
Brush, 2" x 16 1/4"	1
Brush, 3" x 16 1/4"	1



ITEM 2 OFFERINGS - PURCHASE PRICE

2.A Parkson Certified On-site Rebuild with OEM Parts & Technicians (Per Unit)\$57,072.00 USD

1. To ensure work site safety, customer/owner is responsible for thoroughly cleaning, pressure washing, and disinfecting the unit.
2. All parts listed in [1B] above.
3. Parts will be shipped F.O.B. Factory, freight included to jobsite.
4. Removal and reinstallation of the unit in the channel is included.
5. Work performed by Parkson authorized field technicians, who will test run equipment at completion of rebuild.
6. Taxes excluded.

Rebuild / Start-Up Assistance - Included

Parkson will furnish one certified crew as required to rebuild unit, provide start-up and operator training. Dates of service to be scheduled upon receipt of Buyer's written request.

Additional start-up service can be purchased for \$1,000 per day plus travel and living expenses.

2.B Parkson Certified On-site Rebuild by Owner with OEM Parts and Parkson Supervision (Per Unit).....\$50,672.00 USD

1. To ensure work site safety, customer/owner is responsible for thoroughly cleaning, pressure washing, and disinfecting the unit. Customer is also responsible for all field work, with supervision of rebuild efforts by Parkson.
2. All parts listed in [1B] above.
3. Parts will be shipped F.O.B. Factory, freight included to jobsite.
4. Removal and reinstallation of the unit in the channel is included.
5. Work supervised by Parkson certified personnel.
6. Taxes excluded.

Field Service Supervision / Start-Up Assistance - Included

Parkson will furnish one factory representative as required to provide rebuilding supervision, and operator training. Dates of service to be scheduled upon receipt of Buyer's written request.

2.C Parkson OEM Certified Parts Only (Per Unit).....\$44,727.00 USD

1. Owner is responsible for all field work.
2. Parts listed in [1B] above (only).
3. Parts are F.O.B. Factory, freight included.
4. Taxes excluded

ITEM 3 OPTIONS FOR EXISTING UNITS(S) ONLY

- | | |
|------------------------------|----------------------|
| 1. Motor, 1/2 hp, EX..... | ADD...\$775.00 USD |
| 2. Reducer..... | ADD...\$3,370.00 USD |
| 3. Drive Shaft..... | ADD...\$2,938.00 USD |

ITEM 4 SCHEDULE, VALIDITY, PAYMENT TERMS

4.A Schedule

- ☒ Submittal Phase not required on this project.
- ☒ Parts availability: 8 - 10 weeks following receipt of acceptable written Purchase Order.
- ☒ Field/on-site rebuild will be accomplished within 4-6 weeks after parts are delivered to customer, but in no event later than 90 days.
- ☒ Rebuild must be completed within 90 days after parts arrive on-site.

4.B Validity:

- 1. ☒ Price is valid for sixty (60) calendar days from Quotation date, for shipment of Equipment within the timetable stated above.

4.C Payment Terms:

- 1. ☒ 90% net 30 days upon shipment of parts to site, 10% upon rebuild completion, not to exceed 90 days after shipment of parts should rebuild be delayed by other than Parkson. Payment terms for parts only without any factory labor or field service is 100% net 30 days from shipment.

ITEM 5 WARRANTY, DRAWINGS & MANUALS

5.A Mechanical Warranty:

- 1. As defined in Section XVI (see attached link under terms and conditions) Standard Conditions of Sale, Parkson offers a one (1) year mechanical warranty for all new parts installed on the Aqua Guard screen by a) on-site certified rebuild, or b) on-site supervised, certified rebuild.
- 2. Installation labor of parts or parts not ordered as part of a rebuild package have a 90-day warranty.

5.B Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

- | | |
|------------------------|--------------|
| 1. Approval Drawings: | Not required |
| 2. Certified Drawings: | Not required |
| 3. IO&M Manuals: | Not required |

TERMS AND CONDITIONS:

This Quotation is governed by and subject to Parkson's Standard Conditions of Sale, which are incorporated by reference and accessible at: <http://www.parkson.com/files/documents/AFM-terms.pdf>.

PATENTS:

The Equipment and/or process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

CLARIFICATIONS AND EXCEPTIONS:

Parkson is not in receipt of any plans and specifications. The equipment quoted above is based upon Parkson's current standards and may or may not comply with any specification that may exist. Parkson reserves the right to revise this quotation upon receipt of any plans and specifications.

BUYER / OWNER RESPONSIBILITY UNLESS OTHERWISE STATED:

Getting the Unit ready for the Rebuild/Retrofit

- Upon disassembly in our shop or on-site, if any unforeseen parts or structural repairs are discovered, Parkson Corporation will notify the customer prior to commencement of any repairs which will be beyond the originally quoted scope. The costs for these items and any time extension will be added to the scope of work.
- Removal and installation of Aqua Guard unit in channel, includes and is not limited to:
 1. High pressure washing of the unit / removal of all solids. Additional charges and delays will occur if it is necessary for our crew / factory to send equipment out for cleaning and solids disposal.
 2. Disassembling from adjoining equipment / electrical / controls.
 3. Disconnecting shower water connections and water supply.
 4. Disconnecting controls / electrical connection and interconnecting wiring removal (including any of the following, but not limited to: E-stop button, solenoids, motors, interlock switches, wiring and conduit from each unit-mounted electrical device to a terminal box or control panel).
 5. Removing piping connections, platforms, gratings and railings unless stated otherwise.
 6. Removing any other auxiliary equipment or service not detailed above.
- Readiness of the equipment before requesting [rebuild or start-up] service. Non-readiness may result in additional charges.

Getting the Site ready for the Rebuild/Retrofit (Personnel Safety is of utmost importance)

- Provide a safe work area around the equipment.
 1. If the rebuild is performed with the unit in the channel; customer/owner to cover the channel with minimum ¾" plywood and ensure it is properly secured.
 2. If unit is tilted out of the channel customer/owner to supply a brace (spanning the channel) sufficient enough to support the weight of the unit while it is being rebuilt.



3. Whenever possible, unit should be staged away a safe distance away from any currently utilized equipment and/or work areas.

- Provide proper ventilation inside the building
- Care and storage of rebuild components upon receipt at customer site.
- Unloading of replacement parts when they arrive on site.
- Delivered material needs to be stored at the same elevation and within 10 feet of the screen (if applicable)
- Redirect channel flow.
- Provide clean, dry channel.
- Old parts weighing 50 lbs or more should be loaded on a customer supplied forklift (or equal) in order to place them in a customer supplied dumpster.

Customer must Provide

- At a minimum a forklift and possibly a crane / hoist.
- Manlift, ladders
- Dumpster for all old parts [on-site rebuild only].
- Hydraulic puller to remove gear assembly.
- Any other specialty tool which may be required.

Please return one signed copy of this quotation and Purchase Order to Parkson Corporation at the address below. Refer to this quotation, date, and related correspondence.

Issued By: Ray Coulter

Accepted By: (Herein called the Buyer)

PARKSON CORPORATION

1401 West Cypress Creek Road, Ste. 100
Fort Lauderdale, FL 33309

Marty Unger

Name: Marty Unger
Title: Regional Sales Manager
Phone: 954-383-1757
E-Mail: munger@parkson.com
Fax: 954-252-3775
Date: September 18, 2020

Title:
Date:

Local Rep: Barry Gregoire
The Mack Company
Phone: 904-553-1539
Fax: 904-212-0802
E-Mail: bgregoire@mackcompany-fl.com

cc: Edna Sugden

Aqua Guard Rebuild 9/26/2018 supersedes 06/09/17



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 13, 2020		
Agenda Item Name		
Miley Triplex Utility Easement		
Requested Action		
Request approval of a utility easement to be granted to the City for access and maintenance of a water service and associated meters.		
Staff Report		
The utility easement will allow the City access to maintain a water service and meters needed to provide service to the proposed Miley Triplex located on Montrose Street. The easement is required to maintain legal access for the future utilities.		
Additional Analysis		
Fiscal Impact Summary		
N/A		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Miley Triplex Easement Map	Miley Triplex Easement Map.pdf	

PUBLIC UTILITY EASEMENT

THIS EASEMENT made Sept. 8, 2020,

Between Miley Holdings 543, LLC
whose interest is fee simple or if other than fee simple is

(if none other, write none)

For recording use only

of Lake County, Florida, herein referred to as GRANTEE, and the CITY OF CLERMONT, a Florida
Municipal Corporation, 685 W. Montrose St. Clermont, Florida, herein referred to as GRANTOR;

GRANTOR, in consideration of TEN DOLLARS (\$10.00), and other valuable consideration to GRANTOR
paid by GRANTEES, receipt of which is acknowledged, does hereby grant an EASEMENT IN GROSS to
GRANTEES forever to have and to hold for private traditionally made of a UTILITY EASEMENT, for the
right of ingress and egress to construct, maintain, repair and replace potable water service and meters
for said purpose; over, under, above and through the following described lands in
Lake County, Florida, to wit:

See Exhibit "A"

Parcel I. D. No. 24-22-25-0100-057-00900 Acres 15.000 ϕ

Further, GRANTEE acknowledges and agrees that in the event GRANTOR requires the relocation of potable water services
installed by GRANTEE pursuant to this easement, said relocation shall be at the
sole expense of GRANTEE.

Reserving to the GRANTOR all rights not inconsistent with said easement, including reversion upon release.

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hands and seal the day and year first above written.

signed, sealed and delivered
In the presence of:

BY: Craig Miley
(Grantor's Name)

Chris DeZerga
(Print Name)

Neufeldt
(Print Name)

Print Name/Title: Craig Miley, Manager
Address: 8810 CR 561
Clermont, FL 34711

(CORPORATE SEAL)

Attest: _____

Print Name/Title: _____
Address: _____

(Print Name)

(Print Name)

ACKNOWLEDGEMENT ON PAGE 2

STATE OF FLORIDA

COUNTY OF LAKE

For recording use only

On September 8th, 2020, the foregoing instrument was acknowledged before me by
Craig Miley, and _____
and who are personally known to me or who have produced FL DL
and _____ as identification and who (did) (did not) take an oath.



Notary Public (Signature)

Chris DeZerga
Notary Public (Typed, Printed or Stamped)

ACCEPTED BY the City of Clermont by action of the City Council at its meeting of:

Mayor,

ATTEST:

City Clerk

Pursuant to Section 695.26 (3) (f), this instrument exempt from Chapter 695, F.S.: Prepared by and return to a Public Official: City Clerk, City of Clermont, 685 W. Montrose Street; Clermont, Florida 34711

PROPERTY RECORD CARD

General Information

Name:	MILEY HOLDINGS 543 LLC	Alternate Key:	1613302
Mailing Address:	8810 COUNTY ROAD 561 CLERMONT, FL 34711 Update Mailing Address	Parcel Number:	24-22-25-0100-057-00900
		Millage Group and City:	00C1 (CLERMONT)
		2019 Total Certified Millage Rate:	17.9211
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	WEST MONTROSE ST CLERMONT FL 34711 Update Property Location	Property Name:	Submit Property Name
		School Information:	School Locator & Bus Stop Map School Boundary Maps
Property Description:	CLERMONT LOTS 9, 10, BLK 57 PB 8 PG 17 ORB 5036 PG 81		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		15000	SF	\$0.00	\$99,000.00

[Click here for Zoning Info](#) [FEMA Flood Map](#)

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5036 / 81	11/30/2017	Warranty Deed	Qualified	Vacant	\$99,000.00
3519 / 1628	10/1/2007	Warranty Deed	Qualified	Vacant	\$229,900.00
2721 / 1257	12/20/2004	Warranty Deed	Qualified	Improved	\$175,000.00
2354 / 2051	7/2/2003	Warranty Deed	Qualified	Improved	\$154,900.00
548 / 633	1/1/1974	Misc Deed/Document	Qualified	Improved	\$25,000.00

[Click here to search for mortgages, liens, and other legal documents.](#)

Values and Estimated Ad Valorem Taxes

Values shown below are 2020 CERTIFIED VALUES.

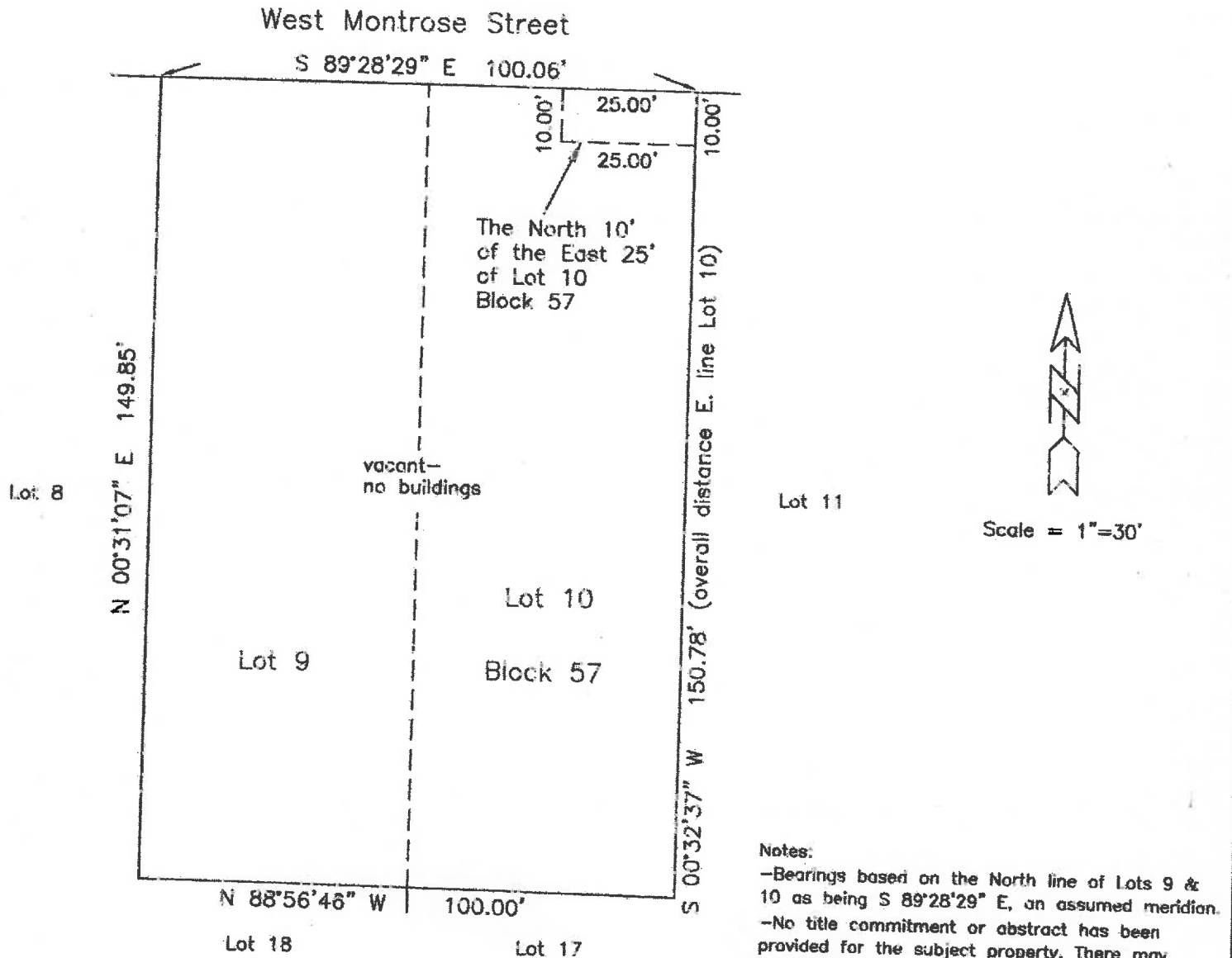
The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
	\$99,000	\$99,000	\$99,000	5.03270	\$498.24

Map of Description

Description—utility, ingress/egress easement:

The North 10.00 feet of the East 25.00 feet of Lot 10, Block 57, Official Map of the City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.



Notes:

- Bearings based on the North line of Lots 9 & 10 as being S 89°28'29" E, an assumed meridian.
- No title commitment or abstract has been provided for the subject property. There may be recorded or unrecorded documents which could affect this parcel.

THIS IS NOT A BOUNDARY SURVEY.

Prepared for: 17074.004
Randall & Deborah Miley

Rhoden Land Surveying, Inc.

LS #6980
420 E. Minnehaha Ave.
Clermont, FL 34711
352-394-6255

08/25/2020

JEFFREY P. RHODEN PSM #5322

STATE OF FLORIDA

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.







CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 13, 2020		
Agenda Item Name		
Consider 8th Street Entryway Event Signage		
Requested Action		
Approval of signage request		
Staff Report		
The City received a request from Gary Gamache, representing the Clermont Masonic Lodge, for signage to be placed in the 8th Street Entryway space welcoming the Grand Master of Masons to Clermont for their event at the Wesley Center on November 13th, 2020. City policy states that signage for non-City run events can only be placed in the 8th Street Entryway for events that are occurring on City owned property and have received a City Community Event Grant. City Community Event Grants are only awarded to non-profit organizations holding events that are open to the general public being held on City property.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. SARC Bizhub20100212440 SARC Bizhub20100212440.pdf		

Scott Davidoff

From: Gary Gamache <gary@abfservices.com>
Sent: Friday, September 25, 2020 2:47 PM
To: Scott Davidoff
Cc: Darren Gray
Subject: 8th Street Monument Signs
Attachments: GMOV FLYER 2.docx

Importance: High

Good afternoon Scott,

Thank you for returning my call so quickly!

Clermont Masonic Lodge is hosting The Grand Master of Masons in Florida's Official Visit to our Masonic District, and I'm in charge of the event.

The Grand Master hasn't had this event in Clermont in years. We're very lucky to be hosting it!

We were fortunate enough to book the Wesley Center on Friday, November 13th, 2020. I have attached a flyer for the event. You and a guest are more than welcome to attend. I'm hoping Darren can make it also. Please give me a chance to thank you in public. Our City and County Officials do so much for our organization.

The reason I'm writing you is to see if I can have the signs on the monuments at the entrance to The City of Clermont just that night to read:

" Welcome to The City of Clermont, M:.W:. Thomas L. Turlington, Jr. Grand Master of Masons in Florida."

I will pay for the signs, and if you like we can separate "The Welcome to The City of Clermont" , put whatever graphics you like and The City can keep that sign.

I will just need the sign dimensions, and your approval of course.

Please let me know your thoughts.

Thank you for your consideration,

**Gary J. Gamache
President/CEO**

You can reach my personal e-mail at Gary@ABFServices.com.

You can also reach the entire office staff by e-mailing Info@ABFServices.com.



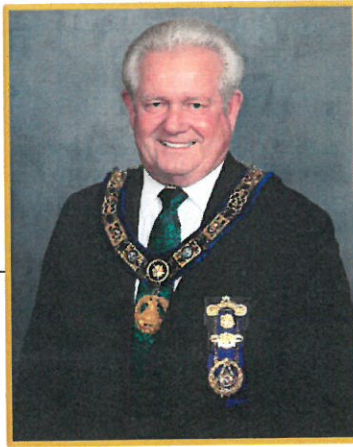
P.O. Box 121722
Clermont, FL 34712

Office: 877-393-5544

Fax: 352-432-3950

www.AmericanBackflowTesting.com





2020 Grand Master M. L. W. L. Thomas L. Turlington, JR.

The Grand Master's Official Visit

Friday, November 13th, 2020

Registration: 5:30pm, Dinner: 6:30pm

The Wesley Center (First United Methodist Church)

950 7th Street, Clermont, FL 34711



BBQ is on the menu!

Brisket, Port Tenderloin,
Ribs, Corn, Mac & Cheese,
& Corn Bread with
Apple & Peach Pie for Dessert!



Please RSVP by October 30th, 2020

RW Gary Gamache

732-500-8434

gary@abfservices.com



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date												
Tuesday, October 13, 2020												
Agenda Item Name												
Phase 2 Downtown Streetscape Project, Contract Amendment, and Budget Amendment												
Requested Action												
Recommend approval of Phase 2 construction cost in the amount of \$4,901,467 with a budget amendment and a Second Amendment to the contract with Traverse Group.												
Staff Report												
In 2018, the City Council approved a Downtown-Waterfront Master Plan that outlined future capital projects. Phase 1 construction is currently being completed and this is approval for Phase 2 construction. Phase 2 of the Downtown Streetscape Project will reconstruct Minneola Avenue from West Avenue to 7th Street and reconstruct 8th Street from Osceola Street to Montrose Street. Both of the reconstructions will replace water mains, sewer mains, storm water systems, resurface the street with brick pavers, add landscaping, and add decorative street lighting. The cost for construction of the Phase 2 portion of the project is described in the table below. <table><tr><td>Phase 2 Cost Traverse:</td><td>\$4,307,745</td></tr><tr><td>Duke Energy cost to underground:</td><td>\$93,722</td></tr><tr><td>Total Project Cost:</td><td>\$4,401,467</td></tr><tr><td>Contingency Funds:</td><td>\$500,000</td></tr><tr><td>Grand Total:</td><td>\$4,901,467</td></tr></table> A budget amendment in the amount of \$2,544,867 will be from reserves in the Capital Project Fund. There is potential for an additional budget amendment up to the amount of \$500,000 for the contingency funds and this would be covered with either the Capital Project Fund or Water Fund reserves and will be completed as needed.			Phase 2 Cost Traverse:	\$4,307,745	Duke Energy cost to underground:	\$93,722	Total Project Cost:	\$4,401,467	Contingency Funds:	\$500,000	Grand Total:	\$4,901,467
Phase 2 Cost Traverse:	\$4,307,745											
Duke Energy cost to underground:	\$93,722											
Total Project Cost:	\$4,401,467											
Contingency Funds:	\$500,000											
Grand Total:	\$4,901,467											
Additional Analysis												
Fiscal Impact Summary												
The total fiscal impact for this Phase of the project is \$4,901,467 and is funded with a budget amendment in the amount of \$2,544,867 from reserves in the Capital Project Fund, along with \$734,000 (Capital Projects Fund) and \$1,122,600 (Water Fund) that is included in the current year budget. The contingency amount of \$500,000 will be funded as needed with budget amendments from either the Capital Project Fund or Water Fund. Account Code: 32559-66300-95113 Account Code: 41533-66300-95113												
Fiscal Impact	Fund Number and Description	Available Budget Amount										

Exhibits Attached (copies of original agreements)	
1. Traverse Group Second amend Streetscape PH II	Traverse Group Second amend Streetscape PH II.doc
2. Scope of Work Streetscape Phase 2	Scope of Work Streetscape Phase 2.docx
3. Duke Energy Bill Clermont Streetscape Phase 2	Duke Energy Bill Clermont Streetscape Phase 2.pdf
4. Schedule of Values Streetscape Phase 2	Schedule of Values Streetscape Phase 2.pdf

**SECOND AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF CLERMONT AND TRAVERSE GROUP, INC.**

This Addendum is to that certain agreement of August 13, 2019, No. 2019-55, (the Agreement) between the CITY OF CLERMONT, FLORIDA, hereinafter referred to as "CITY" and TRAVERSE GROUP, INC., hereinafter referred to as "CONTRACTOR".

WHEREAS, the parties entered into the Agreement as part of the City's Streetscape Project as set forth in RFB 19-051;

WHEREAS, the Streetscape project was designed to be completed in three phases as set forth in the project plans;

WHEREAS, Contractor has satisfactorily completed Phase I of the Streetscape project and is willing, able, and mobilized to timely complete Phase II of the project; and

WHEREAS, it is in the best interest of the City of Clermont and the efficient and cost effective completion of the Streetscape project, for the parties to expand the Scope of Work as set forth in the Agreement.

NOW THEREFORE, the parties hereto, in and for the consideration as hereinafter set forth in this First Amendment and in the Agreement, do hereby agree and covenant as follows:

1. The above-stated recitals are hereby incorporated and made a part of this First Amendment.
2. This Amendment expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Amendment shall prevail.
3. The terms of the Agreement and specifically the Scope of Work and compensation shall be expanded to include the services to be provided as more particularly described in Exhibit "A", attached hereto and incorporated herein. Contractor shall not be authorized to proceed until such time as a Notice to proceed has been issued by the City. The Scope of work shall be completed by the date set forth in the Notice to Proceed.
4. It is further agreed to and acknowledged by the Parties that the City anticipates the designing and constructing of Phase III of the Streetscape project. As a result upon completion of the Phase III plans, Contractor shall review and submit to City its cost proposal to perform the scope of work necessary to complete Phase III. The cost proposal for Phase III shall be submitted to the City Council for consideration and subject to final approval by a future Amendment to this Agreement.

5. 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 made and executed this Addendum for the purposes herein expressed on the dates set forth below.

Attest:

CITY OF CLERMONT

Tracy Ackroyd Howe, City Clerk

By _____
Gail Ash, Mayor

Date: _____

Attest:

TRAVERSE GROUP, INC.

Alicia Roehn, Secretary

By _____
Nigel Pitt, President

Date: _____

ATTACHMENT A

Scope of Work Streetscape Phase 2

The City of Clermont Downtown Streetscape Project Phase 2 will consist of re-constructing Minneola Avenue from West Avenue to 7th Street and 8th Street from Osceola Street to Montrose Street.

The project will include; demolition of roadway, curbing, sidewalk, storm drainage, water mains, and sanitary sewer mains. As well as all services to existing properties. Construction of new water mains, sanitary sewer mains, services to existing and new properties, a new stormwater drainage system, new decorative brick paver street and parking, A.D.A. compliant sidewalks, curbing, landscaping, irrigation, decorative street lighting and event power where indicated. The project covers four city blocks and is approximately 2,000 LF of reconstruction, including two intersections, within an area of existing businesses, residents and visitors.



INVOICE

Email sent to customer on 08/10/2020

Invoice: F3556296201
Invoice Date: 8/9/2020
Page: 1 of 1

Bill to: CITY OF CLERMONT
CITY OF CLERMONT
400 12TH STREET
PAUL ERICKSON
CLERMONT FL 34711

Customer ID: 000194352
PO / Contract No:
Payment Terms: Net 30
Due Date: 9/8/2020

Amount Due: \$93,721.78

Invoice for work or services performed at: 781 W OSCEOLA ST CLERMONT FL

For questions about your invoice, please contact Julio Tardaguila at 407-905-3345

Line	Date of Charge	Description	Net Amount
1	08/07/2020	Customer contribution CLERMONT STREETScape PHASE II	\$93,721.78
Amount Due:			<u>\$93,721.78</u>

To pay electronically, please allow 24 hours from the time this invoice is received and use website <https://www.e-billexpress.com/ebpp/DukeEnergy>. Enter your customer ID and billing zip code from above.

TO AVOID SERVICE INTERRUPTION, PLEASE DO NOT SEND MONTHLY UTILITY ACCOUNT PAYMENTS TO THIS ADDRESS

↓ Please detach and return with your payment. Please indicate invoice number on check. ↓

Payment Coupon

Please make check payable to:

Duke Energy
PO Box 602880
Charlotte NC 28260-2880

ACH Instructions:

Wells Fargo - Florida
121000248
Duke Energy
002062640508238

Invoice Number: F3556296201

Corporation Code: 50226
Please Pay By: 9/8/2020
Customer ID: 000194352
Total Amount Due: \$93,721.78

Fed Tax ID # 56-2155481

CITY OF CLERMONT
CITY OF CLERMONT
400 12TH STREET
PAUL ERICKSON
CLERMONT FL 34711

Amount Enclosed



Revised as of 8/5/20

CITY OF CLERMONT - STREETScape PHASE 2

L.N.	General Description	Qty.	Unit	Unit Price	Extended Price
100 - GENERAL					\$ 552,138.07
1.1	Mobilization / Demobilization	1	LS		\$ 200,000.00
1.2	Payment and Performance Bond	1	LS		\$ 127,336.77
1.3	Maintenance Bond	1	LS		\$ 10,000.00
1.4	Silt Fence	1334	LF	\$ 1.95	\$ 2,601.30
1.5	Tree Protection	1	LS	\$ 4,000.00	\$ 4,000.00
1.6	As-Built Drawings	1	LS		\$ 12,500.00
1.7	Building Permitting	1	LS		\$ -
1.8	Temporary Construction Fencing	1	LS		\$ 17,500.00
1.10	MOT / Traffic Control	1	LS		\$ 125,000.00
1.11	Survey (Stake) Layout	1	LS		\$ 25,700.00
1.12	Testing - Density	1	LS		\$ 27,500.00
200 - DEMOLITION / CLEARING AND GRUBBING					\$ 514,584.25
2.1	NPDES (including submittal of monthly reports	1	LS		\$ 8,500.00
2.2	Silt Fence (incl. continuous maintenance)	1334	LF	\$ 2.00	\$ 2,668.00
2.3	Filter Fabric Inlet Protection	6	EA	\$ 100.00	\$ 600.00
2.4	Gravel Drive At Construction Yard Entrance (Incl. Refresh Every Two Months)	60	SY	\$ 100.00	\$ 6,000.00
2.6	Remove And Dispose Existing Pavers	2367	SF	\$ 3.50	\$ 8,284.50
2.7	Remove And Dispose Existing Curb	2743	LF	\$ 10.00	\$ 27,430.00
2.11	Remove And Dispose Existing Asphalt	58545	SF	\$ 0.85	\$ 49,763.25
2.12	Remove And Dispose Existing Concrete Driveways	3447	SF	\$ 3.00	\$ 10,341.00
2.13	Remove And Dispose Existing Concrete Walkways/Sidewalks	11950	SF	\$ 1.95	\$ 23,302.50
2.14	Remove And Dispose Existing Trees	20	EA	\$ 1,500.00	\$ 30,000.00
2.15	Remove and Dispose Existing Concrete Bollards	0	EA	\$ 150.00	\$ -

2.17	Remove And Dispose Existing Light Pole Bases	16	EA	\$ 250.00	\$ 4,000.00
2.18	Saw Cut Existing Asphalt	2500	LF	\$ 1.25	\$ 3,125.00
2.19	Saw Cut Existing Concrete	1500	LF	\$ 1.25	\$ 1,875.00
2.22	Remove/Dispose Site Furnishings	1	LS	\$ 1,500.00	\$ 1,500.00
2.23	Remove And Dispose Of Existing Street Signage	20	EA	\$ 100.00	\$ 2,000.00
2.24	Strip Existing Sod/Landscape Areas	20000	SF	\$ 0.20	\$ 4,000.00
2.25	Roll Off Dumpster	10	EA	\$ 500.00	\$ 5,000.00
2.26	Remove Existing Concrete road Base	62199	SF	\$ 5.00	\$ 310,995.00
2.27	Mini Mill Joints	0	LS	\$ 750.00	\$ -
2.28	Remove Asphalt and Base in Parking Area (Minneola Sta 8+79L to 11+65L)	1750	SF	\$ 7.00	\$ 12,250.00
2.29	Remove existing wall	4	LF	\$ 50.00	\$ 200.00
2.30	Remove existing LID and Curb	1	EA	\$ 2,750.00	\$ 2,750.00
300 - EARTHWORK AND GRADING				\$	129,576.50
3.1	12" Stabilized Subgrade	7570	SY	\$ 3.00	\$ 22,710.00
3.3	Roadway Grading	7570	SY	\$ 2.00	\$ 15,140.00
3.4	Asphalt Trail Grading	100	SY	\$ 3.00	\$ 300.00
3.5	Curb Grading	1680	SY	\$ 5.00	\$ 8,400.00
3.6	Sidewalk/Driveway Grading	2526	SY	\$ 4.00	\$ 10,104.00
3.7	Landscape Area Grading	2250	SY	\$ 2.00	\$ 4,500.00
3.10	Excavate For Roadway	3750	CY	\$ 6.00	\$ 22,500.00
3.11	Excavate For Multi-Purpose Trail	50	CY	\$ 7.50	\$ 375.00
3.12	Excavate For Crosswalks	25	CY	\$ 10.00	\$ 250.00
3.13	Excavate For Curb	775	CY	\$ 7.50	\$ 5,812.50
3.14	Landscape Area Excavation	740	CY	\$ 4.00	\$ 2,960.00
3.16	Grade For Ramps And Landings	35	SY	\$ 15.00	\$ 525.00
3.17	Removal / Disposal Of Excess Fill Material	3500	TCY	\$ 6.00	\$ 21,000.00
3.18	Final Dressing And Finish Grading	1	LS		\$ 15,000.00

400 - WATER SUPPLY					\$	326,315.00
4.1	Adjust Air Valve To Grade	1	EA	\$ 750.00	\$	750.00
4.2	Remove And Install Water Meter And Box & Connect To Existing Service	23	EA	\$ 750.00	\$	17,250.00
4.3	Remove Existing Water Service	200	LF	\$ 10.00	\$	2,000.00
4.4	New Water Service	220	LF	\$ 20.00	\$	4,400.00
4.5	Adjust Water Meter Boxes To Grade	23	EA	\$ 150.00	\$	3,450.00
4.6	Remove Water Meter If Connected To Abandoned Water Line	1	EA	\$ 100.00	\$	100.00
4.8	Relocate Existing Fire Hydrant (Up To 20')	1	EA	\$ 1,500.00	\$	1,500.00
4.9	Adjust Existing Fire Hydrants (Fire Hydrant Extension)	1	EA	\$ 1,000.00	\$	1,000.00
4.10	Adjust Water Valve Boxes To Grade	17	EA	\$ 150.00	\$	2,550.00
4.11	8" DIP Water Main	3	LF	\$ 55.00	\$	165.00
4.12	8" MJDI 45 Deg. Bends	3	EA	\$ 400.00	\$	1,200.00
4.14	Grout Fill Existing 8" Water Main Per City Standards	300	LF	\$ 15.00	\$	4,500.00
4.17	2" Poly Water Service	500	LF	\$ 10.00	\$	5,000.00
4.18	Connect 2" Poly Water Service To Existing Services Or Meter	23	EA	\$ 1,500.00	\$	34,500.00
4.21	6" D.I.P. Water Main	0	LF	\$ 50.00	\$	-
4.23	Remove Existing Water Service To Existing 6" Meter	200	LF	\$ 25.00	\$	5,000.00
4.24	10" D.I.P. Water Main	1520	LF	\$ 65.00	\$	98,800.00
4.25	10" Gate Valve	17	EA	\$ 2,750.00	\$	46,750.00
4.26	10" Cap	7	EA	\$ 400.00	\$	2,800.00
4.27	Potholing / Soft Digs	1	LS	\$ 15,500.00	\$	15,500.00
4.28	Pressure Testing	1	LS	\$ 2,500.00	\$	2,500.00
4.29	Bacteriological Testing	1	LS	\$ 1,750.00	\$	1,750.00
4.31	8x8 wet tap	1	EA	\$ 9,500.00	\$	9,500.00
4.33	8x10 Reducer	2	EA	\$ 250.00	\$	500.00
4.34	8" Line Stop	1	EA	\$ 8,750.00	\$	8,750.00

4.39	10" Fittings	20	EA	\$ 600.00	\$ 12,000.00
4.42	10" Mega lugs	40	EA	\$ 120.00	\$ 4,800.00
4.45	Remove existing water main	2450	LS	\$ 10.00	\$ 24,500.00
4.48	8" Plug / Cap	1	EA	\$ 300.00	\$ 300.00
4.49	2" Jumper Assem	1	EA	\$ 1,500.00	\$ 1,500.00
4.51	Tie In existing	2	EA	\$ 1,750.00	\$ 3,500.00
4.52	Open Cut W Montrose	1	LS	\$ 9,500.00	\$ 9,500.00

500 – STORM DRAINAGE **\$ 248,692.82**

5.1	Remove Existing Inlet	7	EA	\$ 750.00	\$ 5,250.00
5.2	Remove Existing Manholes	4	EA	\$ 1,250.00	\$ 5,000.00
5.3	Remove Existing Inlet Top	7	EA	\$ 1,000.00	\$ 7,000.00
5.5	Remove Existing 12" RCP	30	LF	\$ 15.00	\$ 450.00
5.6	Remove Existing 15" RCP	817	LF	\$ 7.50	\$ 6,127.50
5.8	Remove Existing 24" RCP	141	LF	\$ 15.00	\$ 2,115.00
5.11	Cut Existing 18" RCP And Plug	3	EA	\$ 2,500.00	\$ 7,500.00
5.12	10" RCP	135	LF	\$ 50.00	\$ 6,750.00
5.13	18" RCP	1384	LF	\$ 42.50	\$ 58,820.00
5.15	12" Neoplast Drain Basin With Standard Grate	4	EA	\$ 500.00	\$ 2,000.00
5.16	FDOT Type 9 Inlet	0	EA	\$ 3,250.00	\$ -
5.16A	FDOT Type 9 Inlet (Modify used inlets)	3	EA	\$ 500.00	\$ 1,500.00
5.17	Storm Drainage Manholes	4	EA	\$ 3,500.00	\$ 14,000.00
5.18	Construct Modified YPE 6 Inlets	7	EA	\$ 3,750.00	\$ 26,250.00
5.20	Construct USF 5112 VG Inlet Frame & 6143 Grate	20	EA	\$ 2,750.00	\$ 55,000.00
5.26	Core For RCP On Existing STRUCTURE	4	EA	\$ 3,750.00	\$ 15,000.00
5.30	Adjust Existing Manholes To Grade	2	EA	\$ 1,250.00	\$ 2,500.00
5.40	24" RCP	536	LF	\$ 62.37	\$ 33,430.32

600 – SANITARY SEWER **\$ 161,497.00**

6.1	Remove And Replace Existing 6" Sewer Laterals	6	EA	\$ 1,250.00	\$ 7,500.00
6.2	Install New 6" Lateral	6	EA	\$ 750.00	\$ 4,500.00
6.3	Install 6" Cleanouts	6	EA	\$ 150.00	\$ 900.00
6.4	Install 6" Plugs	6	EA	\$ 100.00	\$ 600.00
6.8	Install 12" PVC Sewer (price increase due to depth)	1048	LF	\$ 32.75	\$ 34,322.00
6.11	Sanitary Sewer Manholes (8-10 Cut)	4	EA	\$ 5,500.00	\$ 22,000.00
6.16	Remove Existing Sanitary Manhole	5	EA	\$ 1,250.00	\$ 6,250.00
6.17	Remove Existing Sanitary Sewer Service	180	LF	\$ 100.00	\$ 18,000.00
6.18	Pressure Testing	1	LS	\$ 3,500.00	\$ 3,500.00
6.22	Sanitary Bypass	6	EA	\$ 6,500.00	\$ 39,000.00
6.24	Remove Existing 12" Clay Sewer Line	0	LF	\$ 10.00	\$ -
6.29	Sanitary Sewer Manholes (10-12 Cut)	1	EA	\$ 6,500.00	\$ 6,500.00
6.30	Manhole drop	1	EA	\$ 3,950.00	\$ 3,950.00
6.31	Grout Fill Existing 8" Water Main Per City Standards	787	LF	\$ 15.00	\$ 11,805.00
6.32	Remove Existing 8" Clay Gravity Sewer Main	267	LF	\$ 10.00	\$ 2,670.00

700 – STREET LIGHTING / ELECTRICAL

\$ 560,659.35

7.1	Remove Existing Street Light Poles And Circuitry	16	EA	\$ 500.00	\$ 8,000.00
7.2	Remove Existing Conduit And Wire	1	LS		\$ 3,375.00
7.3	F&I TYPE "A" Fixture (Led, Acorn Light Fixture W/ TYPE Iii Dist. On 12'-0" Alum. Fluted Pole With GFI	24	EA	\$ 5,500.00	\$ 132,000.00
7.4.1	F&I TYPE "B" Fixture	5	EA	\$ 7,750.00	\$ 38,750.00
7.4.2	F&I TYPE "C" Fixture	12	EA	\$ 8,750.00	\$ 105,000.00
7.5	F & I Pole Bases With Anchor Bolts For Sternberg Light Poles	41	EA	\$ 1,750.00	\$ 71,750.00
7.6	F & I Pull Boxes (13"X24"X18")	14	EA	\$ 750.00	\$ 10,500.00
7.7	F & I Pull Boxes (12"X12"X12")	22	EA	\$ 750.00	\$ 16,500.00

7.9	F & I Pole Mounted GFCI Receptacle	41	EA	\$ 200.00	\$ 8,200.00
7.10	F & I In-Grade Weather Proof Power Box Per Det 5/E1.2	13	EA	\$ 1,500.00	\$ 19,500.00
7.11	F & I In-Grade Weather Proof Event Power Box Per Det 6/E1.2	10	EA	\$ 1,400.00	\$ 14,000.00
7.14	Irrigation/Electrical Service/Time Clock Hook Up	1	LS		\$ 9,618.75
7.15	F & I Conduit And Wire For A Complete Working System	1	LS		\$ 123,465.60

800 – CONDUIT, FRANCHISE UTILITY, AND FIBER OPTIC IMPROVEMENTS **\$ 251,460.00**

8.1	F & I 2-2 In. Sch 40 Conduits Per Duke Energy Specifications		LF	\$ 20.00	\$ -
8.2	F & I 1-2 In. Sch 40 Conduits Per Duke Energy Specifications	3500	LF	\$ 20.00	\$ 70,000.00
8.3	F & I 2-1 In. Sch 40 Conduits Per Duke Energy Specifications	4250	LF	\$ 20.00	\$ 85,000.00
8.4	F & I 1-4 In. Sch 40 Conduits Per Duke Energy Specifications	130	LF	\$ 20.00	\$ 2,600.00
8.5	F & I 1-6 In. Sch 40 Conduits Per Duke Energy Specifications	10	LF	\$ 27.50	\$ 275.00
8.7	Connect 2-2 In. HDPE Conduits To Existing Hand Holes	10	EA	\$ 500.00	\$ 5,000.00
8.8	Connect 2-2 In. HDPE Conduits To Existing Conduit	1	EA	\$ 600.00	\$ 600.00
8.9	F & I 2 In. HDPE Conduits Per City Specifications	1	LF	\$ 25.00	\$ 25.00
8.10	Connect 2 In. HDPE Conduits To Existing Hand Holes	1	EA	\$ 300.00	\$ 300.00
8.11	Adjust Existing Cable Boxes To Grade	10	EA	\$ 250.00	\$ 2,500.00
8.12	Relocate Existing Telecommunication Junction Box	2	EA	\$ 250.00	\$ 500.00
8.13	Adjust Existing Utility Box To Grade	10	EA	\$ 250.00	\$ 2,500.00
8.15	Adjust Foc Box To Grade	2	EA	\$ 400.00	\$ 800.00
8.16	F & I Fiber Optic Conduit And Tracer Wire	1520	LF	\$ 18.00	\$ 27,360.00
8.17	F & I 1.5" Conduit	500	LF	\$ 18.00	\$ 9,000.00
8.18	F & I 1.25" Conduit	2500	LF	\$ 18.00	\$ 45,000.00

	900 – ROADWAY/PARKING AREAS/MULTI-PURPOSE TRAIL/CURB CONSTRUCTION					\$ 214,438.35
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9.1	Mirafi 140n Geotextile Fabric For Paver Roadway	84321	SF	\$ 0.65	\$	54,808.65
9.2	6" Recycled Concrete For Paver Roadway	9369	SY	\$ 15.00	\$	140,535.00
9.3	6" Lime Rock Base For Multi-Purpose Trail And West Avenue and Driveway	650	SY	\$ 12.50	\$	8,125.00
9.4	12" Recycled Concrete for Cross walk	150	SY	\$ 19.00	\$	2,850.00
9.5	1.5" Sp 9.5 Structural Asphalt (Multi-Use Trail)	520	SY	\$ 11.75	\$	6,110.00
9.6	2" Sp 9.5 Asphaltic Concrete Driveway	126	SY	\$ 15.95	\$	2,009.70

	1000 – SIDEWALK/CONCRETE CURB CONSTRUCTION					\$ 346,574.25
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10.1	4" Concrete Sidewalk	14405	SF	\$ 6.75	\$	97,233.75
10.2	6" Driveway	8590	SF	\$ 10.95	\$	94,060.50
10.5	6" Handicap Ramps	366	SF	\$ 15.00	\$	5,490.00
10.6	24" Valley Gutter	1494	LF	\$ 35.00	\$	52,290.00
10.7	F Curb	730	LF	\$ 32.00	\$	23,360.00
10.8	12" Ribbon Curb	0	LF	\$ 30.00	\$	-
10.9	Handicap Ramp Curbs	140	LF	\$ 27.00	\$	3,780.00
10.10	Concrete Steps	1	SF	\$ 55.00	\$	55.00
10.11	Ramps And Landings	1	SF	\$ 15.00	\$	15.00
10.12	6" Ribbon Curb/6" Curb	679	LF	\$ 30.00	\$	20,370.00
10.14	Curb Transitions	220	LF	\$ 30.00	\$	6,600.00
10.15	Type D Curb	1444	LF	\$ 30.00	\$	43,320.00

	1100 – BRICK PAVERS					\$ 601,524.65
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11.1	F & I 2 1/4" Truncated Dome Mats	220	SF	\$ 25.00	\$	5,500.00
11.2	F & I 2 1/4" Roadway Brick Pavers - K&W Red 2 1/4"X4"X8" - Manuf. By Glen-Gery Corporation	73705	SF	\$ 7.55	\$	556,472.75
11.3	F & I 2 3/4" Crosswalk Brick Pavers	382	SF	\$ 17.45	\$	6,665.90
11.5	F & I 6" X 6" White Roadway Brick Pavers	516	SF	\$ 27.00	\$	13,932.00
11.7	F & I 6" X 6" Blue Roadway Brick Pavers	30	SF	\$ 27.00	\$	810.00
11.8	F & I 6" X 6" Yellow Roadway Brick Pavers	240	SF	\$ 27.00	\$	6,480.00

11.9	Brick Yeild Bar	260	SF	\$ 27.00	\$ 7,020.00
11.10	24" White Brick Stop Bar	172	SF	\$ 27.00	\$ 4,644.00
1200 – VERTICAL ELEMENTS/SITE WALLS/STAIRS/RAMPS					\$ -
12.1	F & I Ramp/Stairs Railing (Allowance)		LF	\$ 250.00	\$ -
12.2	F & I Neenah R-8325 Tree Pit Guard Around Drainage L.I.D.		LF	\$ 75.00	\$ -
12.3	Retaining Wall At Corner Of West And Osceola		LF	\$ 350.00	\$ -
12.4	Stacked Block Retaining Wall With 5.5" Black Vinyl Picket Fence On Top. Picket Fence To Match		LF	\$ 200.00	\$ -
12.5	Variable Height Retaining Wall At SW. Corner Of 7th And Osceola		LF	\$ 200.00	\$ -
1300 – FURNISHINGS AND MISCELLANEOUS					\$ 13,470.00
13.1	F & I Removable Bollards Complete With Mounting Sleeve, Pipe, And Final Cap	6	EA	\$ 1,495.00	\$ 8,970.00
13.2	F & I High Dark Green Chain Link Fence To Match Existing At Corner Of 7th And Osceola (Allowance)		LF	\$ 15.00	\$ -
13.3	Tie New 4' Chain Link Fence Into Existing Chain Link Fence (Allowance)		EA	\$ 1,500.00	\$ -
13.4	Paint Valve Boxes, Inlets, And Manholes	1	LS		\$ 4,500.00
1400 – PAVEMENT MARKINGS AND SIGNAGE (ALLOWANCE)					\$ 40,000.00
14.1	Thermoplastic Striping	1	LS		\$ 2,500.00
14.2	Signage Package	1	LS		\$ 37,500.00
1500 – LANDSCAPING					\$ 228,815.13
15.1	Lily Of The Nile, #1; Full;3-4 PPP Min; 18" O.C.	399	EA	\$ 9.88	\$ 3,942.12
15.2	African Iris, White, #3; Full; 5-6 PPP Min; 3' O.C.	49	EA	\$ 18.32	\$ 897.68
15.3	Bottle Brush, Standard		EA	\$ 550.00	
15.4	Crinum Lily, Red, #15; 4' OA	4	EA	\$ 165.00	\$ 660.00

15.5	Crinum Lily, Red, #7; 3'+OA	8	EA	\$ 82.50	\$ 660.00
15.6	Crape Myrtle, Cont. B&B, 9'+Ht X 4-5' Spr; 5' Ct Multi-Trunk	8	EA	\$ 331.20	\$ 2,649.60
15.7	Dwarf Confederate Jasmine, #1, Full; 15"+ Runner's 5-7 Runners Min.; 12" OC	4087	EA	\$ 8.20	\$ 33,513.40
15.8	Dwarf Yaupon Holly #3		EA	\$ 12.55	
15.9	European Fan Palm		EA	\$ 600.00	\$ -
15.10	European Fan Palm		EA	\$ 1,750.00	\$ -
15.11	Emerald Goddess Liriope, #1; Full; 5-7 PPP Min; 12" OC Or As Noted	3168	EA	\$ 8.55	\$ 27,086.40
15.12	Muhly Grass #3		EA	\$ 12.00	\$ -
15.13	Heavenly Bamboo		EA	\$ 45.00	\$ -
15.14	Parsons Juniper #3		EA	\$ 12.50	\$ -
15.15	Japanese Yew		EA	\$ 95.00	\$ -
15.16	Pringle Dwarf Japanese Yew		EA	\$ 15.00	\$ -
15.17	Live Oak, Cont. B&B; 14-16'ht X 7-9'spr; 4" Cal. Min.	6	EA	\$ 1,250.00	\$ 7,500.00
15.18	Indian Hawthorne, White #3		EA	\$ 12.50	\$ -
15.19	Society Garlic; #1; Full; 6-8 PPP Min.; 18" OC	273	EA	\$ 9.87	\$ 2,694.51
15.20	Sabal Palm, B.R.; Root Enhanced, See Plan For CT Heights	25	EA	\$ 750.00	\$ 18,750.00
15.21	Wild Date Palm, B.R.; 16' CT	0	EA	\$ 5,500.00	\$ -
15.22	Soft Rush, BR; 3' OC	0	EA	\$ 4.50	\$ -
15.23	Yellow Canna Lilly, BR; 3' OC	0	EA	\$ 4.50	\$ -
15.24	Cordgrass, BR; 3' OC	0	EA	\$ 4.50	\$ -
15.25	African Iris, Yellow, BR; 3' OC	0	EA	\$ 4.50	\$ -
15.26	Dwarf Fakahatchee Grass, BR, 3' OC	0	EA	\$ 4.50	\$ -

15.27	Pine Straw Mulch 3" Depth		LS		\$ -
15.28	Argentine Bahia Sod	10000	SF	\$ 0.45	\$ 4,500.00
15.29	Tree Trimming For Existing Tree On SW Corner Of 7th And West Osceola	0	LS		\$ -
15.30	Planting Soil	1	LS		\$ 15,000.00
15.31	1 Year Landscape Maintenance	1	EA	\$ 52,000.00	\$ 52,000.00
15.32	Ruby Loropetalum #7 30"	23	EA	\$ 65.65	\$ 1,509.95
15.33	Dwarf Nandina "Blush", #3	123	EA	\$ 66.33	\$ 8,158.59
15.34	Dwarf Scheffleron "Luscano", #3	128	EA	\$ 66.33	\$ 8,490.24
15.35	Azalea, Salmon "Fashion", #3	33	EA	\$ 21.79	\$ 719.07
15.36	Azalea, White, "GG", #3	50	EA	\$ 21.79	\$ 1,089.50
15.37	Gold Mound Duranta, #3	121	EA	\$ 20.61	\$ 2,493.81
15.38	Lugustrum, Tree Form 8.5x7	1	EA	\$ 1,105.87	\$ 1,105.87
15.39	Shadows Female Yampon Holly 6'-8'	15	EA	\$ 531.33	\$ 7,969.95
15.40	Sweet Viburnum "VO" #15 3'-4'	17	EA	\$ 143.24	\$ 2,435.08
15.41	Loontie 18"	59	EA	\$ 93.04	\$ 5,489.36
15.42	Pine Bark Mulch 3" Depth	1	LS		\$ 19,500.00
1600 – IRRIGATION					\$ 118,000.00
16.1	Irrigation System Complete (Including But Not Limited To)	1	LS		\$ 118,000.00
	Backflow Preventer With Enclosure				
	Points Of Connection				
	Quick Couplers				
	Controller With Pedestal And Enclosure				
	Flow Sensor				

	Schedule 40 PVC Sleeves		
	Schedule 40 PVC Mainline And Laterals		
	Rainbird Valves, Rainbird Valve Boxes, Wire Rainbird Bubblers		
NOTES: FOR CONSTRUCTION, FULL ROAD CLOSURE WILL OCCUR 1/2 TO 1 BLOCK AT A TIME			\$ 4,307,745.37



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 13, 2020		
Agenda Item Name		
Phase 3 Streetscape Project Design Agreement		
Requested Action		
Recommend to approve Civil Engineering and Surveying Services Agreement with BESH-HALFF in the budgeted amount of \$306,385.		
Staff Report		
In 2018, the City Council approved a Downtown-Waterfront Master Plan that outlined future capital projects. The City issued RFQ 18-015 and the results were BESH was selected for the design consultant for all three phases of the streetscape design work. The revised Phase 3 proposal, dated September 4, 2020, was recently submitted by BESH-HALFF. This proposal from BESH – HALFF will design Phase 3 of the streetscape in accordance with our contract. BESH-HALFF's proposal submitted to the City of Clermont is for Survey Engineering Design, Project Coordination, and Construction Management Services for the Downtown Streetscape Project Phase 3. The proposal includes meetings with the City, property owners, and contractor during construction. This proposal is for design of improvements for approximately 1,850 LF along Montrose Street, 150 LF along 7th Street and intersections at West, 8th, 7th, and Lake Avenue at Montrose. Design will include festival roadway and parking improvements, stormwater collection system, ADA accessibility, festival power, street lights with power, and landscaping and irrigation. Proposal is revised to include reconstruction of 7th Street from Minneola Avenue to Montrose Street and extend the trail on the west side of 7th Street up to Montrose Street (survey for this section was performed previously and update is not anticipated).		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$306,385.00 for this agreement is included in the current year budget.		
Account code: 32599-66900-95113		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. BESH HALFF Proposal 5-15-20 revised 5-19-20 revised 6-17-20 revised 9-4-20	BESH HALFF Proposal 5-15-20 revised 5-19-20 revised 6-17-20 revised 9-4-20.pdf	

CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT
FOR
CLERMONT DOWNTOWN STREETScape, PHASE 3
CLERMONT, FLORIDA, LAKE COUNTY
(CONTRACT NO. 2014-102)

ENGINEER:

Booth, Ern, Straughan & Hiott, Inc.
902 N. Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481 - Phone
(352) 343-8495 - Fax
duanebooth@besandh.com

CLIENT:

Stoney Brunson, Director
City of Clermont Public Works
400 12th Street
Clermont, Florida 34711
(352) 394-7177 - Phone
(352) 394-8776 - Fax
sbrunson@clermontfl.org

PROJECT: Clermont Downtown Streetscape, Phase 3, Clermont, Florida, Lake County
CLIENT: City of Clermont
DATE: May 12, 2020, revised May 19, 2020, June 17, 2020, revised September 4, 2020

CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

SCOPE OF WORK

BESH HALFF is pleased to submit this proposal to the City of Clermont (City) for Survey, Engineering Design, Project Coordination, and Construction Management Services for the City of Clermont Downtown Streetscape Project, Phase 3. The proposal includes meetings with the City, property owners, and contractor during construction. This proposal is for design of improvements for approximately 1,850 LF along Montrose Street, 150 LF along 7th Street and intersections at West, 8th, 7th, and Lake Avenue at Montrose. Design will include festival roadway and parking improvements, stormwater collection system, ADA accessibility, festival power, street lights with power, and landscaping and irrigation. Proposal is revised to include reconstruction of 7th Street from Minneola Avenue to Montrose Street and extend the trail on the west side of 7th Street up to Montrose Street (survey for this section was performed previously and update is not anticipated).

SCOPE OF WORK

TASK 001 DESIGN SURVEY AND CITY HALL PARK

Prepare a Design Survey for the City of Clermont, as part of the downtown streetscape phase 3, encompassing West Montrose Street and 150 feet at all intersections, as shown on the exhibit below. Horizontal and vertical survey control will be established along the route. The survey will include establishing all of the public right of way's associated with all streets included in the scope. All surface improvements including, but not limited to trees, roadway improvements, sidewalks, all surface evidence of utilities including those flagged or marked by others, storm drainage and sanitary system information affecting the routes will be shown in detail on the survey. The survey will include spot elevations to determine 1 foot contour intervals. Additional spot elevations will be taken at all doorways and curbs in order to assure compliance with ADA. Topographic coverage will include full right of way of streets in the scope and an additional 5 feet beyond the apparent right of way line. It is understood that the City will locate and mark all City owned utilities. All other underground utilities such as telephone, power, cable, gas and fiber optic will be located by Precise Locating Services, Inc.

FEE: \$52,400.00

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Portions lying in:
Section 24, Township 22 South, Range 25 East
Clermont, Florida 34711

NOTES:

The Survey will be prepared under the direction and supervision of a Professional Surveyor and Mapper licensed in the State of Florida. The Survey will be in accordance with the adopted "Standards of Practice" for land surveying as required by Chapter 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida State Statutes.

The job will be completed within 50-60 business days upon receiving executed Authorization to Proceed.

Deliverables to include supplying the client with six (6) signed and sealed copies of said survey.

Requests made for surveys to be sent overnight will be paid by the client. A Federal Express account number will be required.

Any Boundary Surveys requiring title commitment review, with the addition of adding exceptions to survey will be at an additional quoted fee after receiving the title commitment.

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When the survey has been completed, and copies of the signed & sealed survey have been delivered to the client or his/her representatives, then this contract will be considered complete and fulfilled. Although if a mistake (typo, missing dimension, etc.) is found it will be corrected at no charge and a new survey will be issued. If further additions to the survey are requested or mistakes from a third party are found and are requested to be corrected on the survey then an additional fee will be required. A change order to the original contract will be issued outlining what corrections will be made, with a fee amount required to make said corrections. If additional mistakes from a third party are found at a later date, then an additional change order and fee will be required.

TASK 002 UNDERGROUND UTILITY LOCATES (PRECISE LOCATING SERVICES, INC.)

Designate the horizontal positions for, but not limited to, Telephone, Gas, CATV, CenturyLink Fiber Optic Cable, City of Clermont Fiber Optic Cable, Water, Street Light Electric, and buried Power R/W to R /W. Starting at West Street east on Montrose Street to Lake Avenue to include 150 feet south on 7th Street approximately 1,950 feet. Locate City Hall Park area on the west side of City Hall.

•	Montrose Street Locate	\$8,910.00
•	City Hall Park Locate	\$1,375.00
	TOTAL FEE:	\$10,285.00

This estimate does not include lane closures, permits, or bonds. Precise Locating Services equipment and methods for finding/locating underground utilities and features are the industry recognized procedures. Although effective and reliable, there is the possibility that all utilities may not be located or field verified due to environmental or soil conditions, water table, excessive depth, feature makeup and/or equipment limitation.

TASK 003 ENGINEERING DESIGN

BESH HALFF will prepare final engineering construction drawings for the streetscape project along Montrose and 7th Street as described in the Scope of Services. The project design scope shall be as follows:

Montrose from West to Lake Street is planned as a brick festival street section (similar to Osceola) and 7th Street to Montrose south 150 feet is proposed as a brick treatment road section. Both road sections to include parallel parking, flush or raised curb, ADA wide sidewalks and ramps, landscape island, irrigation, LED lighting with receptacles matching Phase 1 and 2, and in grade vendor power.

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7th Street from Minneola Avenue to Montrose Street to include the Minneola intersection to be reconstructed as a new asphalt paved street replacing sidewalks and curbing and addition of a 10 foot trail along west side.

Stormwater design will include sizing of pipes for future development and redevelopment. Water main replacement and upsizing to 10" along with new service connections and fire hydrants. No sewer main work is anticipated in this scope.

Project elements will be reviewed and approved by City Staff and no presentations to City Council are anticipated at this time.

FEE: \$100,940.00

TASK 004 STORMWATER DESIGN

BESH HALFF will complete an analysis of the stormwater basin for the project corridor. Analysis will include stormcad hydraulic model to verify inlet capacities, inlet placement and pipe sizing to connect to the storm collection system currently under construction with the Victory Pointe Project as designed by GAI Consultants. Project will include analysis of two (2) drainage basin areas and include impervious area for currently vacant parcels and include additional property south side of Montrose for potential redevelopment.

FEE: \$16,300.00

TASK 005 PROJECT MANAGEMENT, COORDINATION, AND MEETINGS

It is anticipated that BESH HALFF shall coordinate throughout the design process with City Staff and sub consultants. This task anticipates monthly meetings during design with sub consultants, as well as at the 60%, 90%, and 100% design with City Staff for project review.

FEE: \$8,250.00

TASK 006 SJRWMD PERMIT MODIFICATION TO VICTORY POINT PERMIT

Modify Victory Point Stormwater Permit to include additional lands south side of Montrose not included in original permit. Some area in Phase 1 is not going to Victory Point as permitted. This is proposed to be a land swap and not a redesign of Victory Point ponds.

FEE: \$10,800.00

TASK 007 FDEP WATER PERMITTING

Prepare and submit FDEP General Permit application for water distribution system. Coordinate with the City of Clermont for review of potable water system and signing of FDEP application as utility provider, attend meeting(s) with City, and respond to request for additional information (RAI) from City or FDEP.

FEE: \$1,500.00

TASK 008 UTILITY COORDINATION

BESH HALFF will notify and coordinate with all dry utility owners, such as telephone, power, cable, fiber and gas, to determine if existing lines need to be relocated. Design and Relocation of existing utilities will be the responsibility of the utility owner, BESH HALFF will coordinate with utility owners if lines need to be located and provide utility adjustment sheets in the construction plans based on utility owner designs for coordination during construction.

FEE: \$8,100.00

TASK 009 GEOTECHNICAL INVESTIGATION (ANDREYEV ENGINEERING, INC.)

AEI proposes to conduct the following scope of investigation:

- Core seven (7) locations along Montrose and 7th Street and perform hand auger borings to a depth of 7 feet within the cored locations.
- Perform laboratory tests as needed to properly characterize the encountered subsurface soils and roadway materials.
- Prepare a report presenting our investigation methods, our findings and our conclusions and recommendations for the streetscape project.

FEE: \$1,530.00

TASK 010 ELECTRICAL DESIGN AND CONSTRUCTION ADMINISTRATION (ELECTRICAL SERVICES, INC.)

ESI proposes to conduct the following scope of work.

- Site investigation and documentation of existing conditions.
- Power systems design including new rack mounted service locations and distribution systems.
- Roadway lighting design and circuitry.
- Electric device layout, in-grade vendor power supplies, circuitry and controls.
- Required fault current calculations as coordinated with electric utility.

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- Coordination with local electric utility for new service and pole locations.
- Coordination with electric utility for overhead power to underground. In addition, ESI shall include electric utility primary conduits to the electrical design documents as coordinated with utility. Design excludes individual service designs of facilities that may require re-configuration from overhead to underground service. These can be addressed on a case-by-case basis if required.
- Bid period services including interpretation of the construction documents, response to contractor questions and the issuing of clarifications to the construction documents.
- Construction period services including review of contractor submittals, response to contractor request for information and up to five periodic site visits during construction for the review of the contractor's general compliance with the construction documents.

FEE: 23,000.00

TASK 011 LANDSCAPE ARCHITECTURAL SERVICES (MICHAEL PAPE & ASSOCIATIONS, PA)

MPA proposes to conduct the following scope of work.

DESIGN SERVICES

1. MPA will work with the team to review base/survey data and field conditions, and to evaluate the opportunities and constraints for the planting areas generally described during our meeting, and as generally shown by GAI's design parameters. This step is expected to include on-going coordination and up to three meetings with the Design Team and City Staff regarding programming and design development.
2. MPA has included time for onsite review and evaluation of the specific conditions, viability, and importance of all existing trees within or near the ROW that may be affected by the project and make recommendations accordingly for their removal or preservation.
3. MPA will coordinate with City Staff and the Design Team regarding irrigation supply options and preferences that may affect the preliminary design approach (MPA will depend on the City to provide as-built data for existing water supply and irrigation, to the extent that it affects design of the project. This task will result in the determination of the POC(s) for the system, and MPA will develop the initial routing of the irrigation mainline(s) in order to provide BESH HALFF with sleeving locations for inclusion in the utility plans.
4. MPA will assist BESH HALFF and the Design Team in respect to hardscape layout and area development design issues for the final design.

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5. MPA will coordinate with others performing lighting design to avoid/resolve possible conflicts with streetlights and tree placement.
6. Based on the approved overall preliminary project hardscape/landscape areas, MPA will prepare a preliminary landscape plan to establish consensus for the planting palette and design approach; an initial opinion of probable cost will be included.
7. Based on the understanding that the site street furnishings have been selected and approved by the City, MPA will assist BESH HALFF with the placement of the street furnishings to be included in the final plans, as required.
8. Subject to preliminary design approval, MPA will develop the final landscape design and prepare construction drawings.
9. Based on the final landscape design, MPA will design the irrigation system and prepare construction drawings.
10. MPA will prepare specifications and other bid documents as specifically required for landscaping and irrigation, along with a final opinion of probable cost.
11. MPA has included time for two key personnel to attend up to three design phase meetings with BESH HALFF, the City of Clermont, and other project participants. (A total of 24 personnel hours is allotted for this task.)
12. Time has been allotted by MPA for the project administration as a necessary component for a project of this magnitude, duration, and complexity.

CONSTRUCTION ADMINISTRATION SERVICES

MPA experience with streetscape projects has proven the extent and importance of CA services, and the fact that CA tasks and time typically do not vary greatly per the construction budget for work within our purview. We will anticipate a 6-month construction period for this project, which will likely entail bi-weekly meetings. Besides such routinely scheduled meetings, we know that significant time will be required for other standard CA tasks, including:

1. Bid coordination for landscaping and irrigation, including participation in a Pre-Bid Conference, review and coordination on RFIs during bidding, and bid evaluation.
2. Contract administration including review and approval of submittals, nursery visits to approve plant sources, intermediate and final job inspections, punchlist preparation, certification for payment, and review of as-built plans and close-out documents submitted by the contractor.

FEE: \$38,000.00

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TASK 012 CONSTRUCTION ADMINISTRATION

Booth, Ern, Straughan & Hiott, Inc., will advise and consult with Owner and act as its representative during construction. Booth, Ern, Straughan & Hiott, Inc., will make regular visits to the site to observe the progress and quality of the executed site work and to determine in general if the work is proceeding in accordance with the construction drawings. BESH HALFF shall also attend weekly project meetings run by the contractor during construction. BESH HALFF will review and approve shop drawings, results of tests and inspections and other data that the contractor is required to submit.

Based upon the on-site observations and signed and sealed as-built survey provided by the contractor, Booth, Ern, Straughan & Hiott, Inc., shall prepare and submit as-built construction drawings and certifications of completions to the Owner.

This task also includes any necessary redesign required due to discovery of previously unknown impediments to design.

**FEE: \$33,280.00 (TO BE BILLED HOURLY)
(ESTIMATE BASED UPON 26 WEEK
CONSTRUCTION TIME, 8 HOURS PER
WEEK. ADDITIONAL FEES MAY BE
REQUESTED IF ADDITIONAL TIME IS
NEEDED)**

TASK 999 REIMBURSABLES

Reimbursables to be billed based upon direct expense incurred by Booth, Ern, Straughan & Hiott, Inc., blueprints, copies, mylars, reproductions, postage, etc.

FEE: \$2,000.00 (TO BE BILLED AT COST)

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FEE SUMMARY

TASK	AMOUNT
TASK 001	\$ 52,400.00
TASK 002	\$ 10,285.00
TASK 003	\$ 100,940.00
TASK 004	\$ 16,300.00
TASK 005	\$ 8,250.00
TASK 006	\$ 10,800.00
TASK 007	\$ 1,500.00
TASK 008	\$ 8,100.00
TASK 009	\$ 1,530.00
TASK 010	\$ 23,000.00
TASK 011	\$ 38,000.00
TASK 012	\$ 33,280.00
TASK 999	\$ 2,000.00
TOTAL	\$ 306,385.00

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Boundary Survey
2. Topography Survey
3. Soil Boring Location and Elevation Survey
4. Monumentation of wetlands for Conservation Easement
5. Platting
6. Sketch and Descriptions for Conservation Easements
7. Offsite Right-of-Way survey for utilities.
8. Tree Survey
9. As-built Survey
10. Off-site Utilities Design
11. Off-site Roadway or Transportation Improvements
12. Boat Dock and Ramp Design/Permitting
13. CADD support for environmentalist.
14. FEMA CLOMR

PROJECT: Clermont Downtown Streetscape, Phase 3, Clermont, Florida, Lake County
CLIENT: City of Clermont
DATE: May 12, 2020, revised May 19, 2020, June 17, 2020, revised September 4, 2020

15. FEMA Map Amendment
16. NPDES Permitting
17. Bid Documents & Bidding
18. Conditional Use Permit
19. Earthwork Calculations
20. Construction Administration
21. Rezoning
22. Land Use Changes
23. Franchise Utility Coordination
24. Conversion of AutoCad Files to any other format
25. Signing and Pavement Marking Plans
26. Written Specifications
27. Cost Estimating
28. Environmental Assessments
29. Army Corp. of Engineers Dredge and Fill
30. Florida Fish and Wildlife Conservation Commission Permit
31. Wetland Flagging/Delineation
32. Landscape/Irrigation Plans
33. Hardscape, Walls, Entry Features
34. Lighting/Photometric Design
35. Electrical Controls for Lift Stations
36. Geotechnical Investigations
37. Traffic Study / Impact Analysis
38. Retaining Wall Structural Design
39. Noise Study
40. Reimbursables to be billed based upon direct expense incurred by Booth, Ern, Straughan & Hiott, Inc., for blueprints, copies, mylars, reproductions, postage, etc.
41. Advance of permit fees, impact fees, title search fees, recording or advertising fees.
42. The above prices allow for up to two (2) response submittals for any request for additional information letters from referenced agencies. Any additional request's will be billed on an hourly basis based on the attached hourly rate schedule.

**HOURLY RATE SCHEDULE
(2014)**

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL ENGINEER	\$130.00/HOUR
PROJECT ENGINEER	\$110.00/HOUR
ENGINEER TECHNICIAN I	\$95.00/HOUR
ENGINEER TECHNICIAN II	\$75.00/HOUR
BUILDING INSPECTOR	\$65.00/HOUR
CONSTRUCTION ENGINEER	\$85.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL SURVEYOR	\$110.00/HOUR
3 MAN FIELD CREW	\$145.00/HOUR
2 MAN FIELD CREW	\$125.00/HOUR
SURVEY TECHNICIAN I	\$95.00/HOUR
SURVEY TECHNICIAN II	\$75.00/HOUR
SURVEY TECHNICIAN III	\$30.00/HOUR
TITLE RESEARCHER	\$110.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

All printing for this project shall be billed out at the following rate schedule, plus sales tax:

(Outside Copying Services will be billed at cost)

Engineering Bond Copies

Black & White

11 x 17.....	\$1.25
24 x 36.....	\$2.50

Color Copies

11 x 17.....	\$2.00
24 x 36.....	\$6.00

Black & White Copies

8 ½ x 11.....	\$0.10
8 ½ x 14.....	\$0.15
11 x 17.....	\$0.20

Color Copies

8 ½ x 11.....	\$1.20
8 ½ x 14.....	\$1.45
11 x 17.....	\$1.70

Other Printing Services

24 x 36 Vellum.....	\$9.00
24 x 36 Mylar.....	\$12.00
24 x 36 Photo Paper, Color.....	\$36.00
24 x 36 Foam Board.....	\$20.00

Other Services

Fax.....	\$1.00/Copy
Postage (Fed-Ex, Certified Mail, Etc)...	@ cost
Concrete Monuments.....	\$10.00
Rebar.....	\$2.00
Mileage (T/M Projects Only).....	\$0.59

TERMS AND CONDITIONS

I. GENERAL CONDITIONS

A. AGREEMENT:

These terms and conditions are attached to and made part of the proposal for services (the "Proposal for Services") by which BESH HALFF has agreed to perform certain professional engineering and/or surveying services for and on behalf of the City of Clermont. The Proposal for Services, these terms and conditions, the hourly rate schedule, and the executed authorization to proceed attached to these terms and conditions shall constitute a contract (hereinafter referred to as the "Agreement") for the provision of services by BESH HALFF to and on behalf of Client.

B. TERMINATION:

This Agreement may be terminated by either party by furnishing written notice to the other party at least thirty (30) days prior to the effective date of termination. In the event that this Agreement is terminated by either party, Client shall pay BESH HALFF for all services performed and expenses incurred through the date of termination.

C. DOCUMENTS:

ENGINEERING DOCUMENTS

All original drawings, computations, details, design calculations, and electronic media that result from engineering services performed by BESH HALFF pursuant to this Agreement are and at all times shall remain the property of BESH HALFF. Signed and sealed construction plans, pdf files and AutoCad files will be issued to the Client as needed for permitting, bidding and construction. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH HALFF. If payment for services is not received in accordance with Section II.(C)(Payment) of this Agreement, BESH HALFF reserves the right not to release any documents until payment is made current.

SURVEYING DOCUMENTS

All original drawings, computations, details, design calculations, field notes, and electronic media that result from surveying services performed by BESH HALFF pursuant to this Agreement are and at all times shall remain the property of BESH HALFF. Signed and sealed surveys may be obtained for a period of time up to ninety (90) days after issuance of the survey, and certifications may be revised during that same period of time for a fee of \$50.00 for each revision. Upon payment in full for services completed, and within the same period of ninety (90) days, Client, at Client's expense, may obtain copies of any documents or reproducible copies of drawings. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH HALFF. After ninety (90) days and within

one hundred eighty (180) days following issuance of the survey, BESH HALFF will revise certifications and will visually inspect the subject property for the purpose of reissuing a signed and sealed survey, charging its then-current hourly rates for performing said services and reissuing the survey.

D. FEE RENEGOTIATION:

The Proposal for Services describes the specific services to be performed and tasks to be undertaken by BESH HALFF for and on behalf of Client, and states the fee (the contract price) for each service and task. Except as otherwise provided in this Agreement, the contract prices quoted in the Proposal for Services shall remain in effect for a period of two (2) years from the date of execution of this Agreement. After the expiration of two (2) years from the date hereof, the contract prices stated in the Proposal for Services shall be renegotiated between BESH HALFF and Client with respect to all services and tasks that have not been completed by that date. The hourly rates set forth in the hourly rate schedule that is part of this Agreement shall apply to all additional services requested by Client outside the scope of the services and tasks described in the Proposal for Services. Said hourly rates are applicable through December 31st of the year in which this Agreement was executed, and are subject to renegotiation on January 1 of each year thereafter.

E. REGULATORY REQUIREMENTS:

The contract prices and hourly rates set forth in this Agreement have been quoted based on all federal, state and local regulations in effect as of the date that the authorization to proceed work is signed by the latter of BESH HALFF and Client. If any of said regulations change during the permitting and design phase of this project, BESH HALFF reserves the right to increase fees for services that may be affected by regulatory changes upon written notice to the Client.

F. PERMIT ACQUISITION

BESH HALFF cannot guarantee the acquisition of any or all of the permits and/or approvals that shall be required for Client's project. BESH HALFF agrees that it shall exercise its best efforts try to obtain all of the necessary permits and/or approvals. Nevertheless, Client shall be responsible for payment of all consulting fees due BESH HALFF regardless of agency/governmental actions, including without limitation the failure of one or more governmental agencies to give the necessary approval for the project.

II. COMPENSATION

A. ADDITIONAL SERVICES:

BESH HALFF shall be fully compensated by Client for all additional services performed by BESH HALFF, including, without limitation, the following:

1. Changes made at Client's request to the scope of services defined in this Agreement.

2. Revisions made necessary as a result of changes to local, state or federal governmental requirements after the date of this Agreement.
3. Redesign per Client after preliminary design has been submitted to the relevant approving agency.

Client must sign a separate authorization to proceed form (a "Change Order") for each change in scope of services requested by Client before BESH HALFF is obligated to perform the revised scope of services.

B. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule set forth in the Proposal for Services and the hourly rates to be charge for all additional services performed by BESH HALFF, BESH HALFF shall be reimbursed for all out-of-pocket expenses incurred by BESH HALFF, including, without limitation: blueprints, copies, plots, aerials, express deliveries, specialized postage, overnight courier services (such as Federal Express and UPS) and travel outside of the Central Florida area (greater than 25 miles from BESH HALFF's office located in Tavares, Florida). Printing and mileage expenses are set forth on the hourly rate schedule that is part of this Agreement. All other charges shall be billed to and paid by Client based on the actual costs incurred by BESH HALFF.

C. PAYMENT:

BESH HALFF shall submit invoices to Client on a semi-monthly (twice per month) basis. On each invoice, BESH HALFF will bill for its services in accordance with the hourly rate schedule included as part of this Agreement. The invoice also will identify the task or the tasks from the Proposal for Services on which BESH HALFF performed services during the billing period. If the Proposal for Services states a lump sum dollar figure for any particular task, the lump sum amount will represent a "not to exceed" figure for the task in question, and BESH HALFF will continue to bill by the hour for its services on that task until the "not to exceed" figure has been billed in full. Thereafter, unless the scope of services to be performed by BESH HALFF pursuant to said task has been changed and the compensation to be paid to BESH HALFF has been modified pursuant to Section II.A. of these Terms and Conditions, BESH HALFF will continue to perform its services under that task without additional charges for its services until BESH HALFF has performed all work required by that task. Client shall notify BESH HALFF in writing within ten (10) days from the date of the invoice if Client has any questions about the services performed or the charges for those services as reflected on the invoice. Client waives any and all challenges to the services performed and the charges for those services not raised within said ten (10) day timeframe. All invoices shall be due and payable in full within fourteen (14) days from the date of the invoice. All unpaid balances that remain unpaid after fourteen (14) days from the date of the invoice shall be subject to interest on the unpaid balance at the rate of 1.5% per month. In the event that any check tendered by client is returned for any reason, Client shall be obligated to pay a returned check fee to BESH HALFF in one of the following amounts, whichever is greatest: the sum of \$50.00, the amount charged to BESH HALFF by the bank, or 5% of the face amount of the check.

All outstanding invoices shall be paid in full by Client prior to plan submittal to any permitting agency, preparation of Final Plans for building purposes, Final Recording of Record Plat, and/or Final Certification of Completion to state and local agencies. BESH HALFF shall have no obligation under this Agreement to submit or prepare any of the foregoing materials unless and until Client complies with this requirement. In addition, in the event that any balance remains unpaid for at least 45 days from the date of the invoice which included the unpaid balance, BESH HALFF shall have the right to terminate any and all further work on the project until Client has paid said balance in full.

III. MISCELLANEOUS

A. FORCE MAJEURE:

BESH HALFF shall not be liable for any delays or failure in performance due to contingencies beyond BESH HALFF's reasonable control including, without limitation, acts of God, war, fire, explosion, flood, epidemic, severe weather, earthquake, rainstorm, riots, theft, accidents, strike, work stoppage, acts or regulations of a governmental entity, shortages of vehicles, fuel, power, labor or material, delays of other companies or contractors, or any other causes whatsoever whether similar or dissimilar to those previously enumerated. In the event of delay caused by any of the foregoing, BESH HALFF's time for performance shall be extended for such time as may be reasonably necessary to enable BESH HALFF to perform.

B. LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES SHALL BESH HALFF BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LIQUIDATED DAMAGES, DELAYS, LOSS OF PRODUCTIVITY, INEFFICIENCY, LOSS OF GOOD WILL, OR ANY OTHER DAMAGES WHICH ARE SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL. THE LIABILITY OF BESH HALFF TO CLIENT, FOR ANY CAUSE OR COMBINATION OF CAUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE COMPENSATION PAID BY CLIENT TO BESH HALFF PURSUANT TO THIS AGREEMENT.

C. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between BESH HALFF and Client and supersedes any and all prior or contemporaneous understandings, representations and agreements, oral or written. No amendment, modification or waiver hereof will be binding on BESH HALFF unless made in writing and duly executed by an authorized representative of BESH HALFF.

D. WAIVER:

The failure of BESH HALFF to enforce any provision of this Agreement or to exercise any right accruing through the default of the Client hereunder, shall not

constitute a waiver of any other rights of BESH HALFF with respect to this Agreement.

E. COSTS AND ATTORNEY'S FEES:

In the event of any litigation to enforce the terms of this Agreement, BESH HALFF shall be entitled to recover court costs and reasonable attorney's fees for all proceedings, including at the trial court level, on appeal, and in connection with bankruptcy court proceedings. In the event that BESH HALFF retains the services of an attorney to collect from Client any sums due hereunder, BESH HALFF shall be entitled to recover from Client all fees and costs incurred with said attorney, whether suit is brought or not.

F. GOVERNING LAW; VENUE:

This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding based upon this Agreement shall lie exclusively in the state court of competent jurisdiction in Lake County, Florida.

G. SEVERABILITY:

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

H. STATEMENT REGARDING DESIGN PROFESSIONALS (ABSENCE OF LIABILITY).

THIS AGREEMENT HAS BEEN ENTERED INTO BETWEEN CLIENT AND BESH HALFF. CLIENT ACKNOWLEDGES AND AGREES THAT THE INDIVIDUAL EMPLOYEES AND AGENTS OF BESH HALFF, INCLUDING WITHOUT LIMITATION THE DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH HALFF, ARE NOT PARTIES TO THIS AGREEMENT. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, THE INDIVIDUAL EMPLOYEES OR AGENTS OF BESH HALFF (INCLUDING WITHOUT LIMITATION ALL ENGINEERS, SURVEYORS, AND OTHER DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH HALFF), SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO ANY WORK PERFORMED BY SAID EMPLOYEES OR AGENTS PURSUANT TO THIS AGREEMENT.

AUTHORIZATION TO PROCEED

PROPOSAL FOR CIVIL ENGINEERING AND SURVEYING SERVICES AS DESCRIBED IN THE ATTACHED PROPOSAL

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide BESH HALFF with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH HALFF reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer Amount: \$ _____

THIS PROPOSAL/AGREEMENT ACCEPTED THIS _____ DAY OF _____, 2020.

BESH HALFF

Signature 
By: Duane K. Booth, P.E.
Title: Operations Manager, VP

Client

Signature 
By: 
Title: 

CLIENT INFORMATION FORM

To assist BESH HALFF, to prepare the requested proposal, please complete the information below:

PRINT NAME & TITLE: _____

COMPANY NAME: _____

BILLING ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

DATE: _____

CLIENT REPRESENTATIVE: _____

IS CLIENT THE OWNER OF THE SUBJECT PROPERTY?:

YES: _____

NO: _____

(If no, BESH HALFF, reserves the right to require a retainer prior to commencing services.)

Is the property accessible? If gated/locked, who shall BESH HALFF contact to gain access to the property?

NAME AND PHONE NUMBER: _____

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 13, 2020		
Agenda Item Name		
Resolution No. 2020-65R <i>Allowance for Use of E-Signatures</i>		
Requested Action		
Consider approval of Resolution.		
Staff Report		
Florida Statutes §668.001 through §668.006 requires government agencies to have a digital signatures policy on record and identify what documents they can be applied too (§668.50(18)). It also requires that certain signers hold an extra level of security called a Signature Certificate which is different than a Digital Signature for certain documents. These certificates can be obtained by 3rd party vendors. The City's current software solution provider (DocuSign) has been designated as a Certificate Authority, but requires first an application by the user and second, access to a user's digital repository to hold the validating credentials before said certificate can become fully functional and a separate application. This resolution fulfills the City's obligation of having a stated policy on record regarding the use and application of Digital Signatures.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2020-65R -ESignatures - R&F BL	2020-65R -ESignatures - R&F BL.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2020-65R

A RESOLUTION OF THE CITY OF CLERMONT, FLORIDA, PROVIDING FOR ACCEPTANCE OF ELECTRONIC SIGNATURES, SEALS AND ELECTRONIC NOTARIZATION ON CERTAIN DOCUMENTS SUBMITTED TO THE CITY, PROVIDING DEFINITIONS, SPECIFYING THE ACCEPTABLE MANNER OF AFFIXING ELECTRONIC SIGNATURES, SEALS AND NOTARIZATION TO DOCUMENTS, SPECIFYING THE SECURITY PROVISIONS REQUIRED FOR SUBMITTAL OF ELECTRONIC DOCUMENTS TO ASSURE THE IDENTITY OF THE PERSONS AFFIXING SIGNATURES THERETO, AUTHORIZING THE CITY MANAGER TO MODIFY OR EXPAND THE LIST OF DOCUMENTS BY POLICY WHICH MAY BE SUBMITTED TO THE CITY WITH ELECTRONIC SIGNATURES, SEALS AND NOTARIZATIONS AND TO MODIFY THE LIST OF “CERTIFICATE AUTHORITIES” WHICH MAY PROVIDE CERTIFICATES VERIFYING THE IDENTITY OF PERSONS SIGNING ELECTRONIC DOCUMENTS; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is becoming a common practice for governments at the local, state, and federal levels to accept documents filed electronically, and bearing electronic signatures and notarization; and

WHEREAS, Florida Statutes §668.001 through §668.06 allow any municipality to specify whether or not it will accept electronically filed and signed documents, and to prescribe the conditions under which it will do so; and

WHEREAS, acceptance of documents filed and signed electronically is beneficial to citizens and businesses interacting with local governments by permitting them to submit documents by electronic mail rather than hand delivery, overnight delivery or mailing, and is environmentally friendly in that it eliminates the need for the presentation of multiple paper copies of documents; and

WHEREAS, the City Council therefore deems it to be in the best interests of the health, safety, welfare and convenience of the citizens and businesses with which the City of Clermont interacts, to establish a mechanism for acceptance of certain documents filed electronically and bearing electronic signatures; and

WHEREAS, the City Council of the City of Clermont deems it advisable and in the best interest of the City, that the electronic signatures be implemented as an adopted policy.



CITY OF CLERMONT
RESOLUTION NO. 2020-65R

NOW, THEREFORE, BE IT RESOLVED, that the City of Clermont Electronic Signatures Policy is hereby adopted as follows:

SECTION 1

The City Council does hereby adopt the City of Clermont Electronic Signatures Policy as set forth in Exhibit A, attached hereto and incorporated herein. The City Council of the City of Clermont may amend the Electronic Signatures Policy by Resolution when deemed necessary and in the best interest of the City of Clermont.

SECTION 2: CITY MANAGERS AUTHORITY

The City Manager is hereby authorized and directed to amend the policy, set forth herein, as may be required, to ensure the efficient operation of the City, the appropriate review of City matters and to ensure the policy is concurrent with City practice, through the use of his Executive Order privilege and which notice shall be distributed to the City Council after any such action.

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Resolution as a whole.

SECTION 5: ADMINISTRATIVE CORRECTION

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 6: EFFECTIVE DATE

This Resolution shall be published as provided by law and it shall become law and shall take effect immediately upon its Passage.



CITY OF CLERMONT
RESOLUTION NO. 2020-65R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 13th day of October 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to Form and Legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
RESOLUTION NO. 2020-65R

EXHIBIT A

ELECTRONIC SIGNATURES POLICY

The City of Clermont will accept electronic signatures on documents submitted to it electronically, in accordance with the requirements and specifications of this Section.

A. Definitions

- a) The Following terms, when utilized in this policy, shall have the meanings shown below:
 1. “Public Key Infrastructure” shall mean a set of hardware, software, people, policies, and procedures needed to create, manage, store, distribute and revoke digital signatures.
 2. “Certificate Authority (CA)” shall mean a third party who issues electronic credentials to engage in transactions utilizing an Electronic Digital Signature through the use of a Certificate.
 3. “Certificate” shall mean an electronic document, using the Public Key Infrastructure, that uses a digital signature to bind together a public key with an identity that identifies the CA, identifies the subscriber, contains the subscriber’s public key, and is digitally signed by the CA.
 4. “Digital Signature” shall mean a type of electronic signature that transforms a message using an asymmetric cryptosystem such that a recipient of the initial message and the signer’s public key can determine accurately whether the initial message or the document has been altered since their creation, and whether they were created using the private key which corresponds to the signer’s public key.
 5. “Electronic Seal” is a unique digital signature used on conjunction with the requirements of the Florida Board of Engineers, to permit an engineer to authenticate electronic plans or rendering. Because the electronic seal is password protected, it is accessible only to its designated engineer.
 6. “Electronic Notarization” is a unique digital signature used in conjunction with the requirements of Florida Statutes §117.021, and rules promulgated under the authority of that statute, used by a Notary Public to authenticate an electronic notarial act. Because the Electronic Notarization is password protected, it is accessible only to its designated Notary Public.
 7. “Electronic Signature” shall mean any letters, characters, or symbols, manifested by electronic or similar means, executed or adopted by a party, with intent to authenticate a writing. A writing is electronically signed if an electronic signature is logically associated with such writing.

B. Documents Which May Be Submitted Electronically

- a) The City will accept the following documents submitted electronically, and bearing electronic signatures and notarizations.
 1. Applications for:
 - a. Rezoning; Conditional Use Permits; Variances; Planned Unit Developments; Other Changes in the Permitted Use of a Parcel of Real Property
 - b. Site Plan Approval
 - c. Building Permits; Other Permit Related to the Improvement of Real Property



CITY OF CLERMONT
RESOLUTION NO. 2020-65R

- d. Preliminary Plats; Other Documents Pertaining to the Subdivision of a Parcel of Real Property
 2. Any documents included within any of the applications in B(1) such as but not limited to boundary surveys, affidavits, engineering drawings, and sketches of legal descriptions.
 3. Contracts, Agreements, and Memorandums of Understanding which are used as part of normal operations of departments or through the utilizations of Procurement Services policies.
 4. The City Clerks' Office may submit Lien Certificates utilizing a digital certificate of the City Clerk.
 5. The City may request in its sole discretion additional documentation related to the foregoing, to be submitted, signed or sealed electronically.
 6. Any additional documents authorized by the City Manager shall be kept in a list held by the City Clerk.
- C. Requirements for Submitted Electronic Documents
1. Any person submitting electronic documents to the City of Clermont which includes a Digital Signature shall apply for and receive electronic credentials from a CA which issues these credentials according to the State of Florida guidelines for use of Public Key Infrastructure.
 2. Such persons must also comply with an requirements of their respective professional governing boards pertaining to electronic signatures, electronic seals, or electronic notarization.
 3. Such persons must also adhere to all other submittal requirements promulgated by the City Manager for the particular type of document being submitted, provided that the City Manager may no promulgate any such requirement which conflicts with any provision of this establishing policy.
 4. To facilitate field inspections, anyone submitting building plans to the City electronically must, within no more than three (3) business days following electronic submittal, furnish the Building Services Department with not less than three (3) copies of a complete paper set of all plans. No building permit will be issued until these paper plans have been provided.
- D. Affixing Digital Signatures and Electronic Notarization to Documents
1. Anyone affixing a Digital Signature of Electronic Notarization to a document submitted to the City must affix his or her Digital Signature so that it is visible on the document itself (along with an Electronic Seal on those documents which require a seal).
 2. When a document is submitted to the City the submitter shall provide contemporaneously his or her Certificate so that the City may verify that the document was signed and submitted by the person purporting to do so.
 3. City staff shall, upon receipt of a document submitted with a Digital Signature, Electronic Seal or Electronic Notarization, verify that the Digital Signature, Electronic Seal or Electronic Notarization is valid and unaltered, by accessing the Certificate by way of the Certificate icon on the signature, seal or notarization.
 4. City staff shall also verify that any additional requirements for the Digital Signature, Electronic Notarization, or Electronic Seal, as prescribed by the governing board of the



CITY OF CLERMONT
RESOLUTION NO. 2020-65R

profession of the person submitting either, are present, such as the P.E. number of an engineer or the commission expiration date of a Notary Public.

E. City Manager to Specify Acceptable Certificate Authorities

- a) The City Manager shall specify by written list, to be maintained in the Office of the City Clerk, those Certificate Authorities who are acceptable to the City for the purpose of issuing Certificates to persons submitting Digital Signatures, Electronic Seals and Electronic Notarizations to the City. The City Manager may add to or subtract from that list at any time, provided however that the City Manager shall not violate or exceed any term of this establishing policy in so doing.

F. Retention of Documents Submitted Electronically

- a) The City may retain in electronic form, without printing and retaining paper copies, any document submitted to it electronically and bearing a Digital Signature, Electronic Seal, or Electronic Notarization. These electronic records shall be considered and treated in the same manner as other records of the City, and unless exempted under Florida Statutes, shall be considered public records open for disclosure.

G. Effect of Digital Signature

- a) Except to the extent provided by law, and when submitted in compliance with applicable law and the provisions of the policy:
 - 1. Any Digital Signature shall have the same force and effect as a manual signature
 - 2. Any Electronic Seal shall have the same force and effect as a raised or rubber stamped seal on a document
 - 3. Any Electronic Notarization shall have the same force and effect as the manual signature and affixed, raised or rubber stamp seal of a Notary Public

H. Special Provisions Related to Procurement Services

- a) For responses to any solicitation to bid, request for proposal, or other invitation issued by the Procurement Services Department to obtain bids or solicitations for goods or services to be provided to the City, clicking the “Submit Response” or similar button or process attached to or logically associated with the response within the City’s online bid management system shall constitute an electronic signature for purposes of that response as to any form or section calling for a signature, and shall constitute an affirmative agreement to any statement contained in the solicitation process that requires a definite confirmation and/or acknowledgement.
- b) The Procurement Services Department may also accept original signatures transmitted and received via facsimile or other electronic transmission of a document (eg PDF or similar format) as true and valid signatures for all purposes related to the responses.
 - 1. Any facsimile or electronic signature shall constitute the final agreement of the party submitting the response and conclusive proof of such agreement.
 - 2. Documents and signatures so submitted must be of sufficient quality to be legible either electronically or when printed as a hard copy.
- c) The City Manager, in consultation with the City Attorney, shall determine the level of CA requirements for Contracts and Agreements processed through a digital signature software solution as part of the Procurement Services process.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, October 13, 2020		
Agenda Item Name		
Ordinance No. 2020-03 <i>Final</i> <i>CarMax Annexation</i>		
Requested Action		
Recommend approval of Ordinance No. 2020-03.		
Staff Report		
The City is requesting annexation of the subject property as authorized by the Utility Agreement with the property owner. The Notice of Encumbrance to annex was executed on August 13, 2019. The property is currently in final site plan approval with Lake County and is receiving water and sewer services from the City. The property is located east of County Road 455 and north of State Road 50, adjacent to the East Town Center Publix Plaza. The property is approximately 19.8 +/- Acres; and will be developed as an auto dealership, CarMax. The City will annex the property as approved with Lake County.		
		
The City will also be processing a large-scale comprehensive plan amendment transmittal to the State to change the future land use from Lake County Urban High Density and Regional Commercial to Clermont Commercial designation.		
The property will also be rezoned from Lake County Planned Unit Development (PUD) to Clermont Planned Unit Development (PUD) classification.		
Staff recommends approval of the Annexation with Ordinance 2020-03.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Ord 2020-03 Carmax Ann (10.06.2020) - R&F BL	Ord 2020-03 Carmax Ann (10.06.2020) - R&F BL.pdf
2. Carmax Location Map	Carmax Location Map.pdf
3. CARMAX ANN AD 2020-03	CARMAX ANN AD 2020-03.pdf



CITY OF CLERMONT
ORDINANCE NO. 2020-03

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT,
LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A
CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY
BOUNDARIES, PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY,
RECORDING, AND PUBLICATION.**

WHEREAS, the City Council of the City of Clermont, Lake County, Florida has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is contiguous to the City and is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

LEGAL DESCRIPTION

Tracts 51A, 52A, 61 and 62, of LAKEHIGHLANDS COMPANY SUBDIVISION OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 4, Page 11, of the Public Record of Lake County, Florida; LESS right of way on the West for State Road Number 455; together with Tracts 3, 4, 13 and 14 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, at Page 52, of the Public Records of Lake County; LESS right of way on the West for State Road 455 and Less right of way on the South for State Road 50, in and for Lake County, Florida.

LESS AND EXCEPT THE FOLLOWING AS CONTAINED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 26, 2002, IN OFFICIAL RECORDS BOOK 2231, PAGE 2257, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA:

A portion of tracts 3, 4, 13 and 14 of LAKE HIGHLANDS COMPANY SUBDIVISION OF



CITY OF CLERMONT
ORDINANCE NO. 2020-03

SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, being described as follows:

Commence at the North Quarter corner of said Section 26 as a point of reference, said point being marked by a railroad spike in the centerline of pavement of County Road No. 455; thence run South 00 degrees 40 minutes 30 seconds West, along the West line of the Northeast Quarter of said Section 26, 244.02 feet; thence run South 89 degrees 34 minutes 59 seconds East, parallel with the North line of said Northeast Quarter, 33.00 feet to the POINT OF BEGINNING; thence continue South 89 degrees 34 minutes 59 seconds East, parallel with said North line, 700.01 feet; thence run South 00 degrees 40 minutes 30 seconds West, parallel with the aforesaid West line of the Northeast Quarter, 879.12 feet to the North right of way line of State Road No. 50 as shown on right of way Map Section 11070-2505; thence run North 88 degrees 54 minutes 49 seconds West, along said North right of way line, 718.02 feet to the East line of a 30 foot right of way as shown on the Plat of LAKE HIGHLANDS COMPANY SUBDIVISION; thence run North 00 degrees 40 minutes 30 seconds East, along said East right line 261.64 feet to the East line of County Road No. 455 as currently monumented, said line being a curve concave to the Northwest; thence run Northeasterly along said curve having a central angle of 13 degrees 48 minutes 23 seconds, a radius of 623.00 feet, an arc length of 150.12 feet, a chord bearing of North 07 degrees 34 minutes 41 seconds East and a chord distance of 149.76 feet; thence run North 00 degrees 40 minutes 30 seconds East, continuing along said East line, 460.49 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT THE FOLLOWING AS CONTAINED IN THAT CERTAIN

That portion of the following described Parcel lying within 50 feet East of the North-South Mid-Section line of Section 26, Township 22 South, Range 26 East, Lake County, Florida.

Tract 13 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, Less and except right of way for SR 50.

Site contains 19.8 +/- acres.

LOCATION

Vacant parcel located east of CR 455 and north of SR 50,
Adjacent to the East Town Center Publix Plaza
Alternate Key 1453313

SECTION 2:

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Lake County, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.



CITY OF CLERMONT
ORDINANCE NO. 2020-03

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, Lake County, Florida and any other general or special taxes or assessments.

SECTION 4: SEVERABILITY

Should any Section or part of a Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be separable in meaning and effect from the Section to which such holding shall apply.

SECTION 5: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 6: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2020-03

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 13th day of October, 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

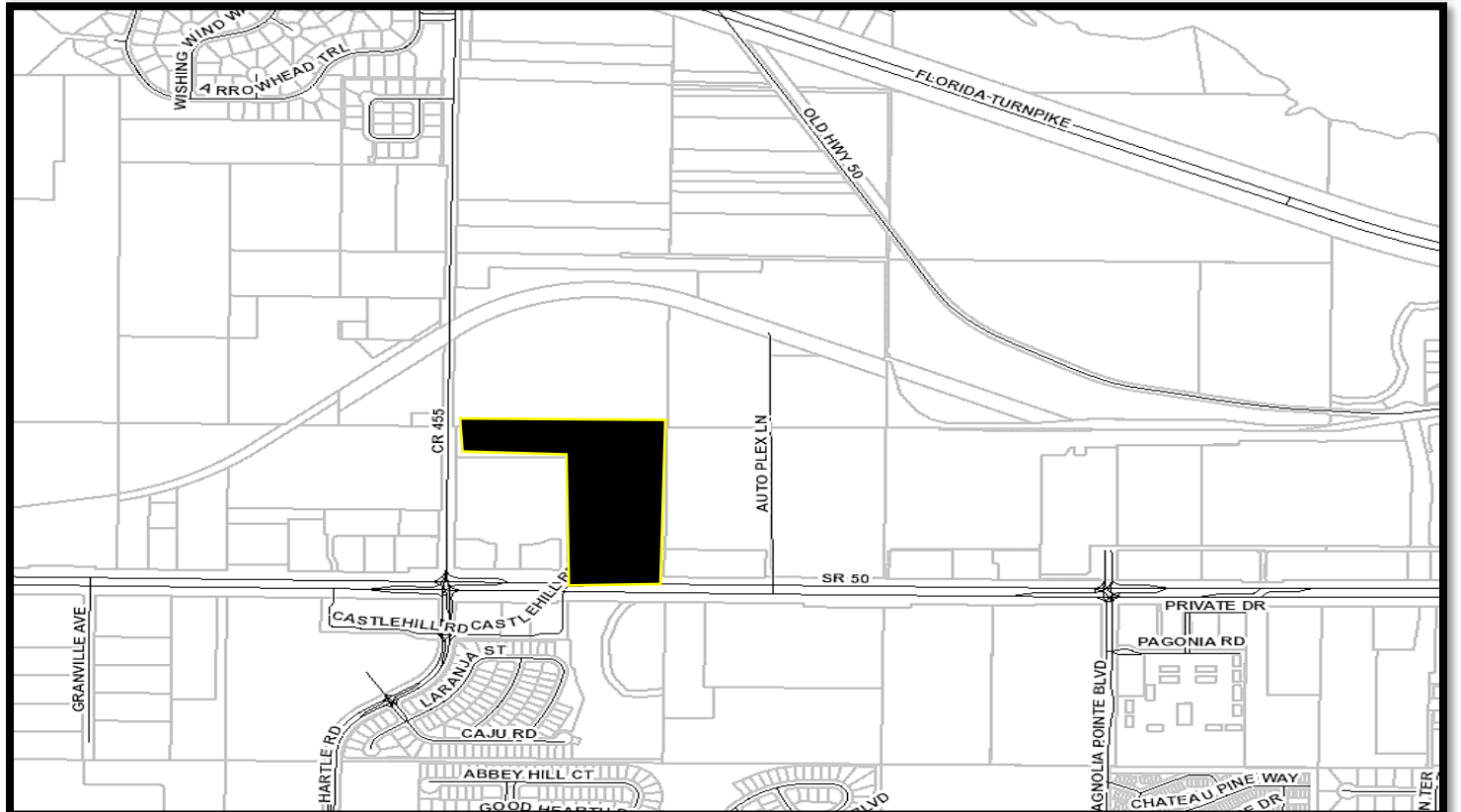
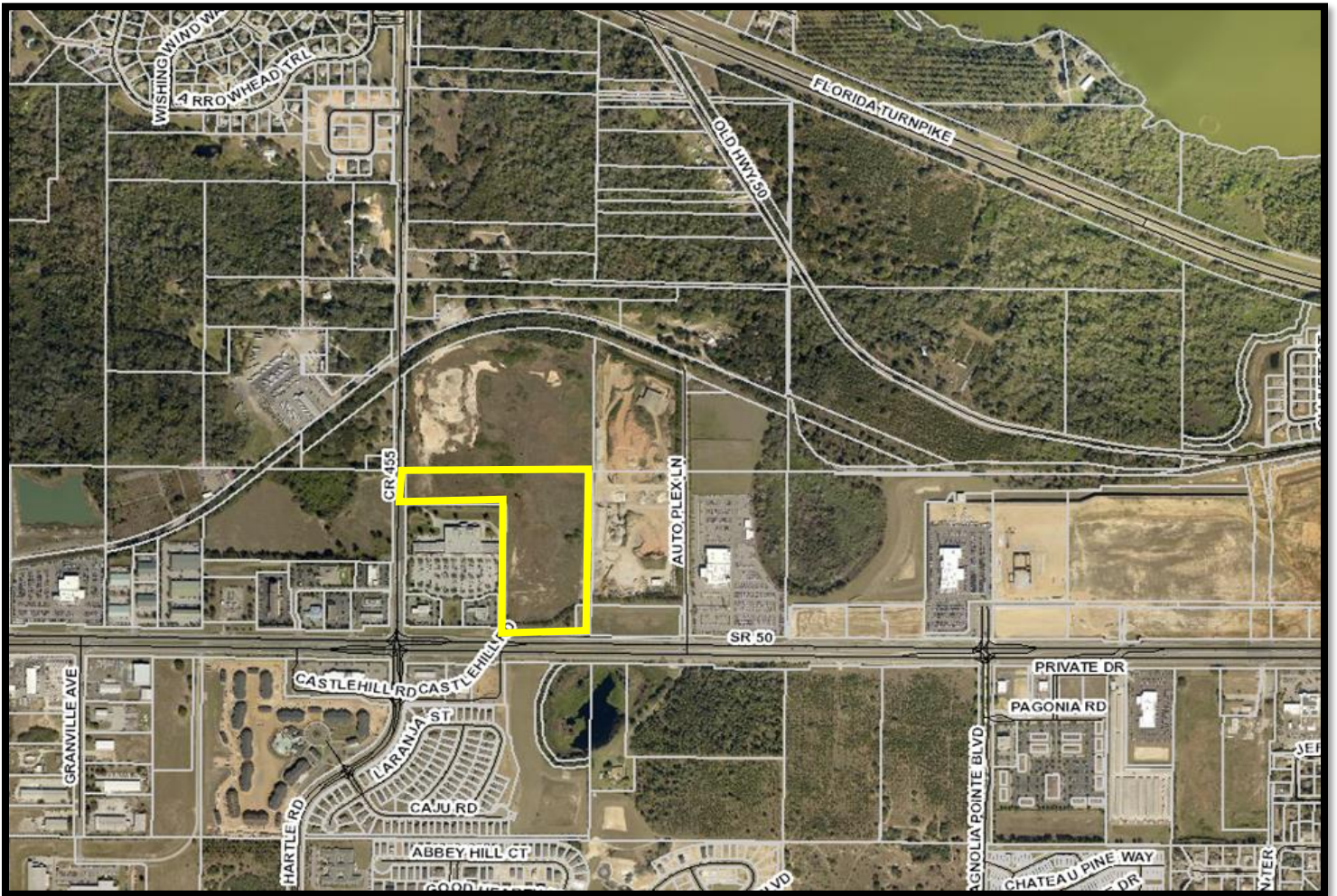
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CARMAX LOCATION MAP



LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, November 12, 2019 at 6:30 P.M. (Introduction) and a public hearing on Tuesday, January 28, 2020 at 6:30 P.M. (Adoption) at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2020-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

Vacant parcel located east CR 455 and north of SR 50,
Adjacent to the East Town Center Publix Plaza
Alternate Key 1453313
19.8 +/- Acres

LEGAL DESCRIPTION

Tracts 51A, 52A, 61 and 62, of LAKEHIGHLANDS COMPANY SUBDIVISION OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 4, Page 11, of the Public Record of Lake County, Florida; LESS right of way on the West for State Road Number 455; together with Tracts 3, 4, 13 and 14 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, at Page 52, of the Public Records of Lake County; LESS right of way on the West for State Road 455 and Less right of way on the South for State Road 50, in and for Lake County, Florida.

LESS AND EXCEPT THE FOLLOWING AS CONTAINED IN THAT CERTAINWARRANTY DEED RECORDED DECEMBER 26, 2002, IN OFFICIAL RECORDS BOOK 2231,PARE 2257, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA:

A portion of tracts 3, 4, 13 and14 of LAKE HIGHLANDSCOMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, being described as follows:

Commence at the North Quarter corner of said Section 26 as a point of reference, said point being marked by a railroad spike in the centerline of pavement of County Road No. 455; thence run South 00 degrees 40 minutes 30 seconds West, along the West line of the Northeast Quarter of said Section 26, 244.02 feet; thence run South 89 degrees 34 minutes 59 seconds East, parallel with the North line of said Northeast Quarter, 33.00 feet to the POINT OF BEGINNING; thence continue South 89 degrees 34 minutes 59 seconds East, parallel with said North line, 700.01 feet; thence run South 00 degrees 40 minutes 30 seconds West, parallel with the aforesaid West line of the Northeast Quarter, 879.12 feet to the North right of way line of State Road No. 50 as shown on right of way Map Section 11070-2505; thence run North 88 degrees 54 minutes 49 seconds West, along said North right of way line, 718.02 feet to the East line of a 30 foot right of way as shown on the Plat of LAKE HIGHLANDS COMPANY SUBDIVISION; thence run North 00 degrees 40 minutes 30 seconds East, along said East right line 261.64 feet to the East line of County Road No. 455 as currently monumented, said line being a curve concave to the Northwest; thence run Northeasterly along said curve having a central angle of 13 degrees 48 minutes23 seconds, a radius of 623.00 feet, an arc length of 150.12 feet, a chord bearing of North 07 degrees 34 minutes 41 seconds East and a chord distance of 149.76 feet; thence run North 00degrees 40 minutes 30 seconds East, continuing along said East line, 460.49 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT THE FOLLOWING AS CONTAINED IN THAT CERTAIN

That portion of the following described Parcel lying within 50 feet East of the North-South Mid-Section line of Section 26, Township 22 South, Range 26 East, Lake County, Florida.

Tract 13 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, Less and except right of way for SR 50.

Site contains 19.8 +/- acres.

See Map Below

The public hearings are held at the City Hall, Council Chambers, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed ordinance may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk



D051211 - October 29, 2019

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY: _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

LF-D051211 (100%)

ADVERTISER: CITY OF CLERMONT-LEGALS
SALES PERSON: LFD001
SIZE: 3X13
PUBLICATION: LF-DAILY COMMERCIAL

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PROOF DUE: 10/28/19 12:59:55



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, October 13, 2020		
Agenda Item Name		
Ordinance No. 2020-04 <i>Final</i> <i>CarMax Comprehensive Plan Amendment</i>		
Requested Action		
Recommend approval of Ordinance No. 2020-04.		
Staff Report		
The City is requesting approval of a large-scale comprehensive plan amendment transmittal to the State to change the future land use from Lake County Urban High Density and Regional Commercial to Clermont Commercial designation. The City is requesting annexation of the subject property as authorized by the Utility Agreement with the property owner. The Notice of Encumbrance to annex was executed on August 13, 2019. The property is currently in final site plan approval with Lake County and is receiving water and sewer services from the City. The property is located east of County Road 455 and north of State Road 50, adjacent to the East Town Center Publix Plaza. The property is approximately 19.8 +/- acres; and will be developed as an auto dealership, CarMax. The City will annex the property as approved with Lake County.		
		
The property will also be rezoned from Lake County Planned Unit Development (PUD) to Clermont Planned Unit Development (PUD) zoning classification. Staff recommends approval of the Comprehensive Plan Amendment transmittal with Ordinance 2020-04. <i>The Planning and Zoning Commission at their meeting held on January 7, 2020, voted unanimously to recommend approval of Ordinance No. 2020-04.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Ord 2020-04 CARMAX CPA (10.6.2020) - R&F BL	Ord 2020-04 CARMAX CPA (10.6.2020) - R&F BL.pdf
2. Carmax Location Map	Carmax Location Map.pdf
3. CARMAX FLU MAP	CARMAX FLU MAP.pdf
4. Legal AD-2020	Legal AD-2020.pdf



CITY OF CLERMONT
ORDINANCE NO. 2020-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

NOW THEREFORE BE IT RESOLVED AND ENACTED, by the City Council of the City of Clermont, Lake County, Florida that:

SECTION 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

Tracts 51A, 52A, 61 and 62, of LAKEHIGHLANDS COMPANY SUBDIVISION OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 4, Page 11, of the Public Record of Lake County, Florida; LESS right of way on the West for State Road Number 455; together with Tracts 3, 4, 13 and 14 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, at Page 52, of the Public Records of Lake County; LESS right of way on the West for State Road 455 and Less right of way on the South for State Road 50, in and for Lake County, Florida.



**CITY OF CLERMONT
ORDINANCE NO. 2020-04**

LESS AND EXCEPT THE FOLLOWING AS CONTAINED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 26, 2002, IN OFFICIAL RECORDS BOOK 2231, PAGE 2257, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA:

A portion of tracts 3, 4, 13 and 14 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, being described as follows:

Commence at the North Quarter corner of said Section 26 as a point of reference, said point being marked by a railroad spike in the centerline of pavement of County Road No. 455; thence run South 00 degrees 40 minutes 30 seconds West, along the West line of the Northeast Quarter of said Section 26, 244.02 feet; thence run South 89 degrees 34 minutes 59 seconds East, parallel with the North line of said Northeast Quarter, 33.00 feet to the POINT OF BEGINNING; thence continue South 89 degrees 34 minutes 59 seconds East, parallel with said North line, 700.01 feet; thence run South 00 degrees 40 minutes 30 seconds West, parallel with the aforesaid West line of the Northeast Quarter, 879.12 feet to the North right of way line of State Road No. 50 as shown on right of way Map Section 11070-2505; thence run North 88 degrees 54 minutes 49 seconds West, along said North right of way line, 718.02 feet to the East line of a 30 foot right of way as shown on the Plat of LAKE HIGHLANDS COMPANY SUBDIVISION; thence run North 00 degrees 40 minutes 30 seconds East, along said East right line 261.64 feet to the East line of County Road No. 455 as currently monumented, said line being a curve concave to the Northwest; thence run Northeasterly along said curve having a central angle of 13 degrees 48 minutes 23 seconds, a radius of 623.00 feet, an arc length of 150.12 feet, a chord bearing of North 07 degrees 34 minutes 41 seconds East and a chord distance of 149.76 feet; thence run North 00 degrees 40 minutes 30 seconds East, continuing along said East line, 460.49 feet to the POINT OF BEGINNING. AND LESS AND EXCEPT THE FOLLOWING AS CONTAINED IN THAT CERTAIN

That portion of the following described Parcel lying within 50 feet East of the North-South Mid-Section line of Section 26, Township 22 South, Range 26 East, Lake County, Florida.

Tract 13 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, Less and except right of way for SR 50.

Site contains 19.8 +/- acres.

LOCATION

Vacant parcel located east of CR 455 and north of SR 50,
Adjacent to the East Town Center Publix Plaza
Alternate Key 1453313



CITY OF CLERMONT
ORDINANCE NO. 2020-04

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM: LAKE COUNTY URBAN HIGH DENSITY
AND REGIONAL COMMERCIAL

TO: CITY OF CLERMONT COMMERCIAL

SECTION 2: SEVERABILITY

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

SECTION 3: EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2020-04

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 13th day of October, 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

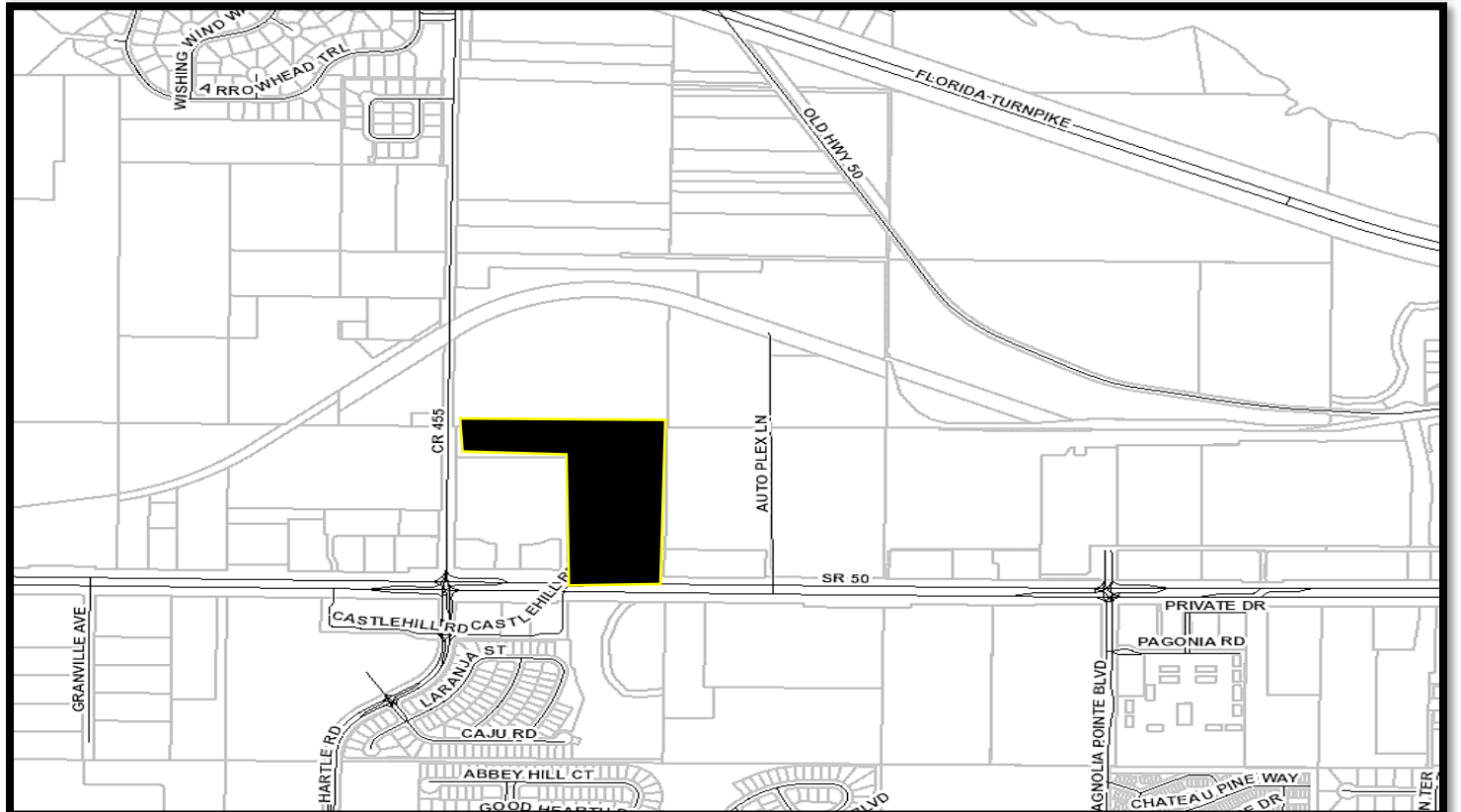
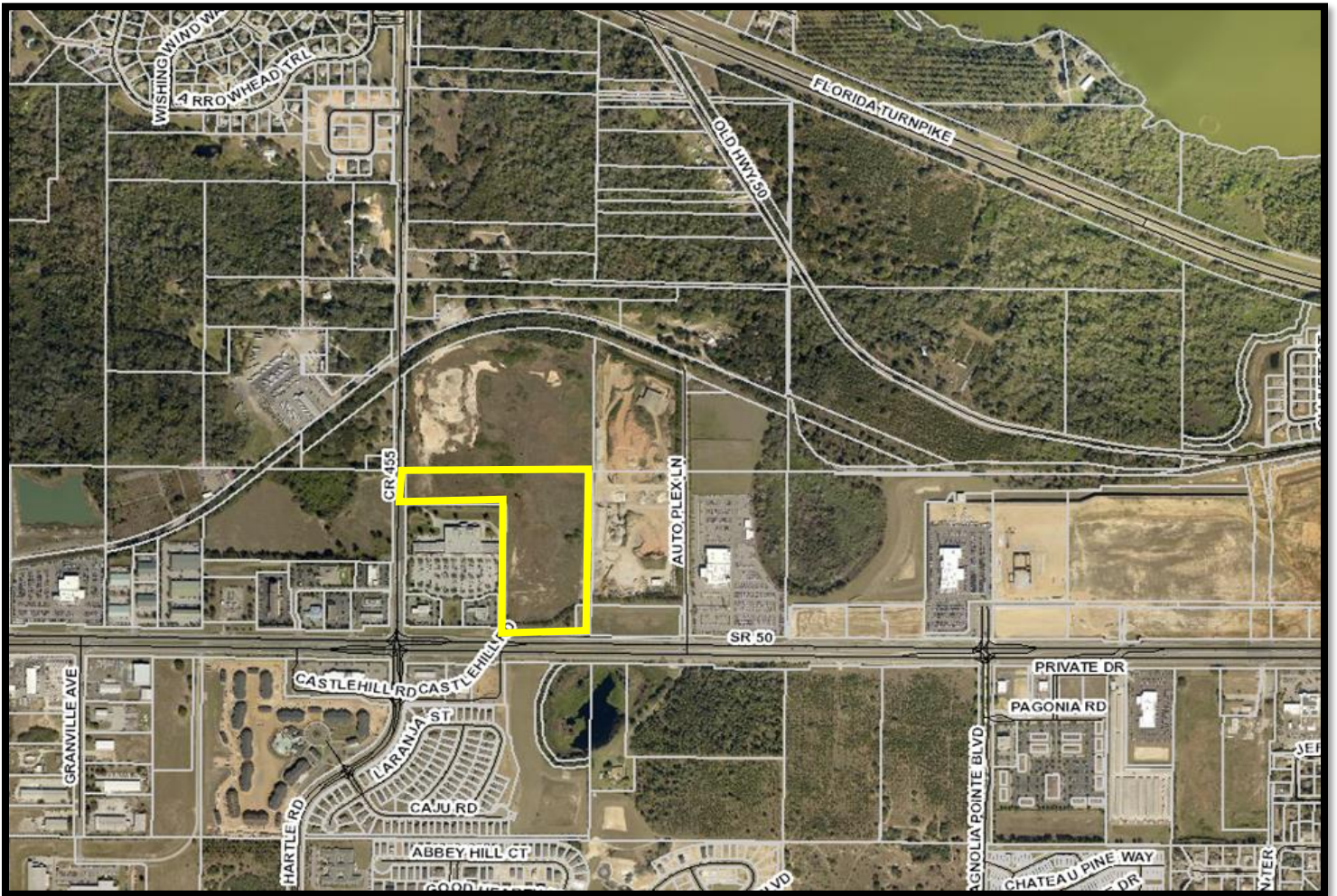
ATTEST:

Tracy Ackroyd Howe, City Clerk

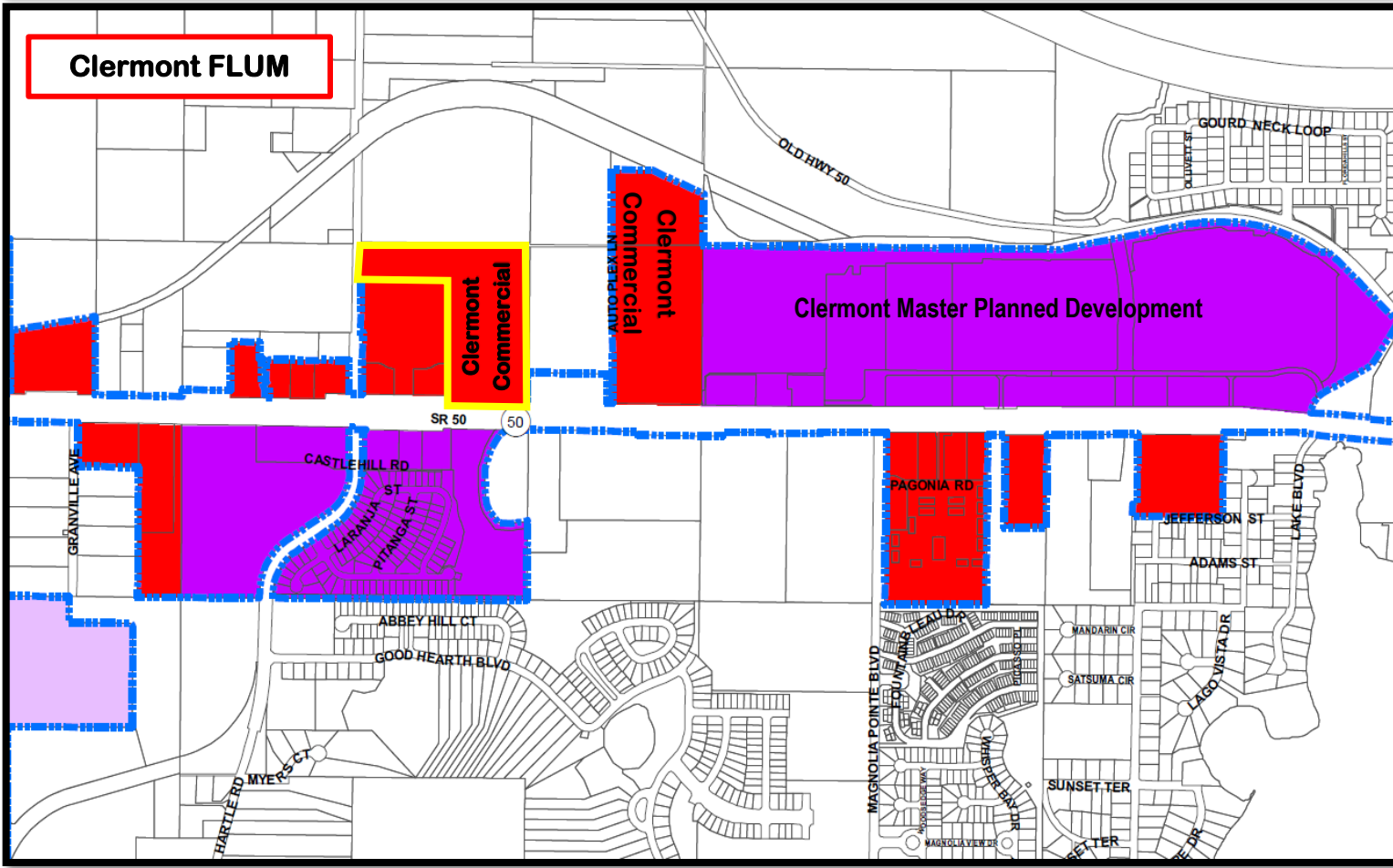
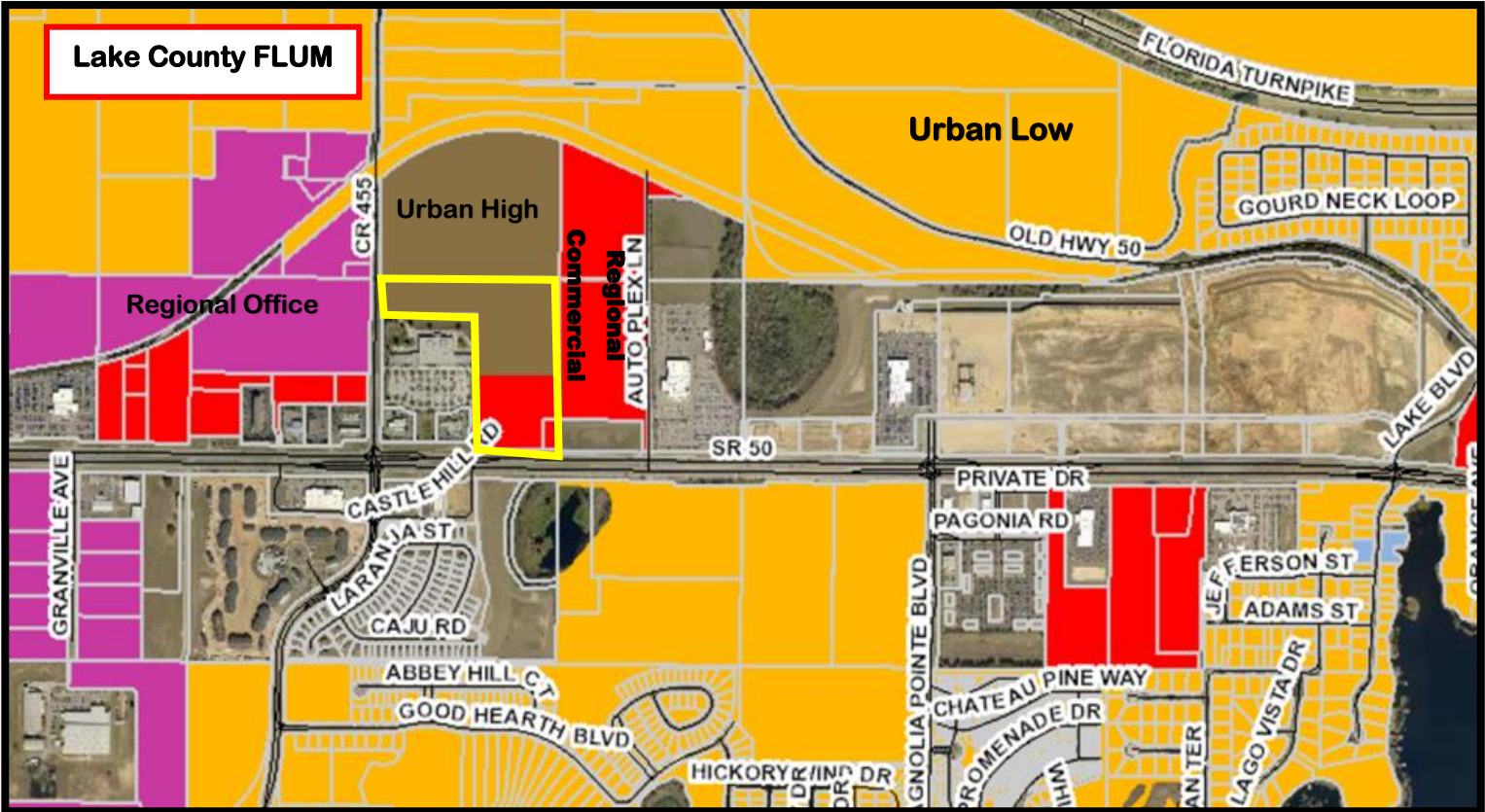
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CARMAX LOCATION MAP



Future Land Use Map - CARMAX



CITY OF CLERMONT
NOTICE OF PROPOSED
AMENDMENT
TO COMPREHENSIVE PLAN
ORDINANCE NO. 2020-04

The City of Clermont will hold public hearings on Tuesday, January 7, 2020 at 6:30 p.m. before the Planning and Zoning Commission to consider a proposed change to the City's Future Land Use Map, ordinance and a public meeting before the City Council on Tuesday, January 28, 2020 at 6:30 p.m. to consider transmittal of the proposed amendment. The map amendment would change the Future Land Use designation for the parcel below from Lake County Urban High Density and Regional Commercial to City of Clermont Commercial.

The City of Clermont will hold a public hearing on Tuesday, March 24, 2020 (final hearing) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.



Location:

Vacant parcel located east of CR 455 and north of SR 50,
Adjacent to the East Town Center Publix Plaza
Alternate Key 1453313
19.8 +/- Acres

Ordinance #2020-04

An ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the large-scale comprehensive plan amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the large-scale comprehensive plan amendment; setting forth the purpose and intent of the large-scale comprehensive plan amendment; providing for the adoption of the large-scale comprehensive plan amendment; establishing the legal status of the large-scale comprehensive plan amendment; providing a severability clause; and providing an effective date.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

D052555 - January 15 & March 9, 2020

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY: _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

LF-D052555 (100%)

ADVERTISER: CITY OF CLERMONT-LEGALS
SALES PERSON: LFD001
SIZE: 2X11
PUBLICATION: LF-DAILY COMMERCIAL

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PROOF DUE: 01/14/20 12:59:55



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, October 13, 2020		
Agenda Item Name		
Ordinance No. 2020-05 <i>Final</i> <i>CarMax Rezoning</i>		
Requested Action		
Recommend approval of Ordinance No. 2020-05		
Staff Report		
This administrative request is being heard concurrently with requests for annexation and a large-scale comprehensive plan amendment. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex was executed on August 13, 2019. Lake County has approved and granted development entitlements for the property, which will be receiving water and sewer services from the City. The property, approximately 19.8+/- acres, has been approved for an automobile dealership, CarMax. City staff has reviewed the proposed development as part of the JPA Agreement. The City will accept this development as approved with Lake County and as amended.		
		
The proposed rezoning is from Lake County Planned Unit Development (PUD) to Clermont Planned Unit Development (PUD), the related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Commercial designation.		
Staff recommends approval of the rezoning to Planned Unit Development (PUD) with the conditions contained in Ordinance No. 2020-05.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

1.	ORD 2020-05 (10.07.2020) - R&F BL	ORD 2020-05 (10.07.2020) - R&F BL.pdf
2.	Carmax Location Map	Carmax Location Map.pdf
3.	Zoning Map	Zoning Map.pdf
4.	ORDINANCE NO 2020-05-AD	ORDINANCE NO 2020-05-AD.pdf



CITY OF CLERMONT
ORDINANCE NO. 2020-05

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, CODIFICATION, AN EFFECTIVE DATE AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1.

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

Tracts 51A, 52A, 61 and 62, of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 4, Page 11, of the Public Record of Lake County, Florida; LESS right of way on the West for State Road Number 455; together with Tracts 3, 4, 13 and 14 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, at Page 52, of the Public Records of Lake County; LESS right of way on the West for State Road 455 and Less right of way on the South for State Road 50, in and for Lake County, Florida. LESS AND EXCEPT THE FOLLOWING AS CONTAINED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 26, 2002, IN OFFICIAL RECORDS BOOK 2231, PAGE 2257, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA:

A portion of tracts 3, 4, 13 and 14 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, being described as follows: Commence at the North Quarter corner of said Section 26 as a point of reference, said point being marked by a railroad spike in the centerline of pavement of County Road No. 455; thence run South 00 degrees 40 minutes 30 seconds West, along the West line of the Northeast Quarter of said Section 26, 244.02 feet; thence run South 89 degrees 34 minutes 59 seconds East, parallel with the North line of said Northeast Quarter, 33.00 feet to the POINT OF BEGINNING; thence continue South 89 degrees 34 minutes 59 seconds East, parallel with said North line, 700.01 feet; thence run South 00 degrees 40 minutes 30 seconds West, parallel with the aforesaid West line of the Northeast Quarter, 879.12 feet to the North right of way line of State Road No. 50 as shown on right of way Map Section 11070-2505; thence run North 88 degrees 54 minutes 49 seconds West, along said North right of way line, 718.02 feet to the East line of a 30 foot right of way as shown on the Plat of LAKE HIGHLANDS COMPANY SUBDIVISION; thence run North 00 degrees 40 minutes 30 seconds East, along said East right line 261.64 feet to the East line of County Road No. 455 as current monument, said line being a curve concave to the Northwest;



CITY OF CLERMONT
ORDINANCE NO. 2020-05

thence run Northeasterly along said curve having a central angle of 13 degrees 48 minutes 23 seconds, a radius of 623.00 feet, an arc length of 150.12 feet, a chord bearing of North 07 degrees 34 minutes 41 seconds East and a chord distance of 149.76 feet; thence run North 00 degrees 40 minutes 30 seconds East, continuing along said East line, 460.49 feet to the POINT OF BEGINNING AND LESS AND EXCEPT THE FOLLOWING AS CONTAINED IN THAT CERTAIN:

That portion of the following described Parcel lying within 50 feet east of the North-South Mid-Section line of Section 26, Township 22 South, Range 26 East, Lake County, Florida.

Tract 13 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, less and except right of way for SR 50.

Site contains 19.8 +/- acres. "Hereafter called the Property."

LOCATION:

Vacant parcel located east of CR 455 and North of State Road 50,
Adjacent to the East Town Center Publix Plaza
Alternate Key# 1453313

From: Lake County Planned Unit Development (PUD) District

To: Clermont Planned Unit Development (PUD) District

SECTION 2: CONDITIONS

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The Property shall be developed substantially in accordance with the Amended Site Plan #6136-Project No. 2019040003, AR No. 3963, approved by Lake County on March 26, 2020, (hereafter called Lake County Site Plan), without any other City approval required for the Lake County Site Plan construction. No other construction may be undertaken on the property without formal construction plans incorporating all conditions stated in this Ordinance being submitted for review and approval by the Site Review Committee prior to the issuance of a Zoning Clearance, any development orders and/or building permits.
3. Other than construction authorized by the Lake County Site Plan, no person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. This Ordinance will inure to the benefit of, and will constitute a covenant running with the land, and the terms, conditions, and provisions of this Ordinance will be binding upon the present Owners and any successor, and will be subject to every condition set out in this Ordinance.



CITY OF CLERMONT
ORDINANCE NO. 2020-05

5. Major changes, as determined by the Site Review Committee, may require an amendment to the Planned Unit Development (PUD).

SECTION 3: LAND USES AND DEVELOPMENT STANDARDS

1. The property may be used for an automobile dealership with supporting accessory uses to the car dealership, included but not limited to a wholesale auction sales facility, as identified in the Conceptual Site Plan submitted with the Planned Unit Development (PUD) Master Development Plan. The property may also be developed with any permitted uses allowed in the in the C-2 General Commercial zoning district and Land Development Regulations.
2. Building Setbacks:

Front	50 feet from the property line
Side Setback	15 feet from the property line
Rear Setback	25 feet from the property line
3. All landscape buffers and screening must be in accordance with Clermont Land Development Regulations (LDR), as amended.
4. Commercial Buildings shall adhere to the Clermont Architectural Designs Standards. The property shall be developed according to the C-2 General Commercial zoning district in the Land Development Code, unless expressly stated above.
5. The Open Space, Impervious Surface Ratio, Floor Area Ratio, and Building Height shall be in accordance with the Clermont Comprehensive Plan and Land Development Regulations (LDR), as amended.
6. All off street parking requirements must be in accordance with Clermont Land Development Regulations as amended.
7. Any fencing shall be decorative ornamental fencing, unless otherwise approved by the Lake County Site Plan. No Fencing with slats are permitted in the City of Clermont Land Development Regulations as indicated in the required JPA Site Plan review process for development.
8. Transportation Improvements must be in accordance with FDOT, the Comprehensive Plan, and Land Development Regulations.
9. All Transportation and Road Improvements required and approved with (Ordinance No. 2019-63, RZ-19-23-2, aka East Clermont Village PUD) for this development is binding and shall be coordinated with Lake County Public Works, FDOT and the City of Clermont.



CITY OF CLERMONT
ORDINANCE NO. 2020-05

11. All utilities for water and sewer connections must be in accordance to Clermont Standards and shall comply with all applicable City of Clermont, State, and Regional policies and regulations.
12. The stormwater management system shall be designed in accordance with all applicable City of Clermont and St. Johns Water Management District (SJWMD) standards and requirements. The additional stormwater drainage from the offsite road improvements shall be accommodated in the master stormwater management for the site.
13. External lightening is required and must comply with Clermont Land Development Regulations.
14. Signage must comply with Clermont Sign Code, Section 102-Signs.
15. The property owner shall comply with the Concurrency Management Sytem (CMS) and shall be subject to all concurrency requirements as set forth in the Clermont Codes of Ordinances, unless otherwise approved in the Lake County Site Plan and referenced in this Ordinance.
16. The Developer will be responsible for developing the site and to comply with Federal Emergency Management (FEMA) regulations, Comprehensive Plan, and the Clermont Land Development Regulations.
17. PUD Expiration: Physical development shall commence within three (3) years from the approval date of the rezoning, (Ordinance No. 2019-63, RZ-19-23-2, aka East Clermont Village PUD) enacted and effective on November 19, 2019. Failure to commence construction within three (3) years of approval shall cause the revocation of this ordinance, in accordance with the Coimprehensive Plan or superseding documents amended. Prior to expiration of the three (3) year time frame, the City of Clermont Council may grant, via a Public Hearing, one (1) extension of the time frame for a maximum of two (2) years upon showing that reasonable efforts have been made towards securing the required approvals and commencement of construction work.

SECTION 4: SEVERABILITY

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 5: PUBLICATION & AN EFFECTIVE DATE

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

Location Map





CITY OF CLERMONT
ORDINANCE NO. 2020-05

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 13th day of October 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

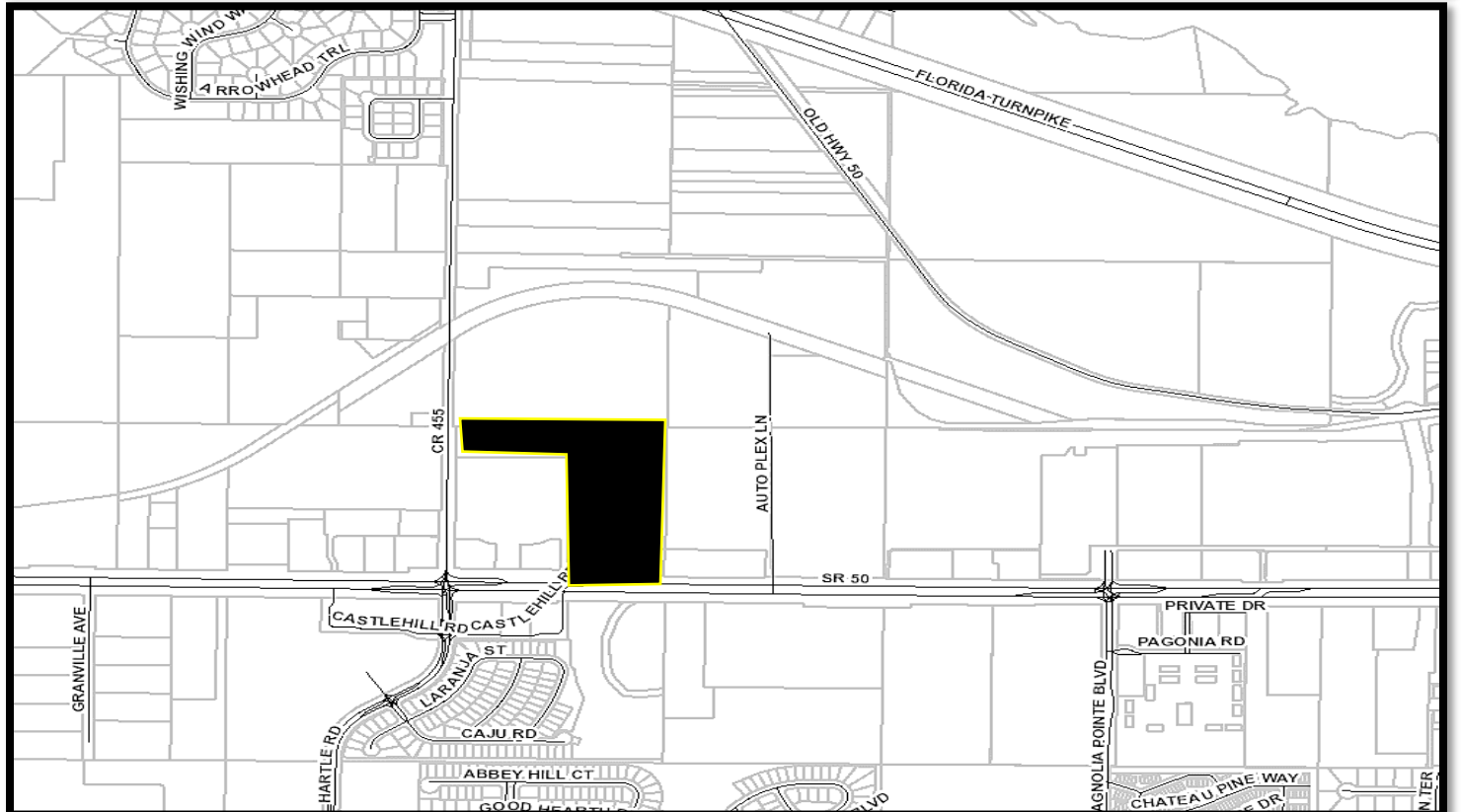
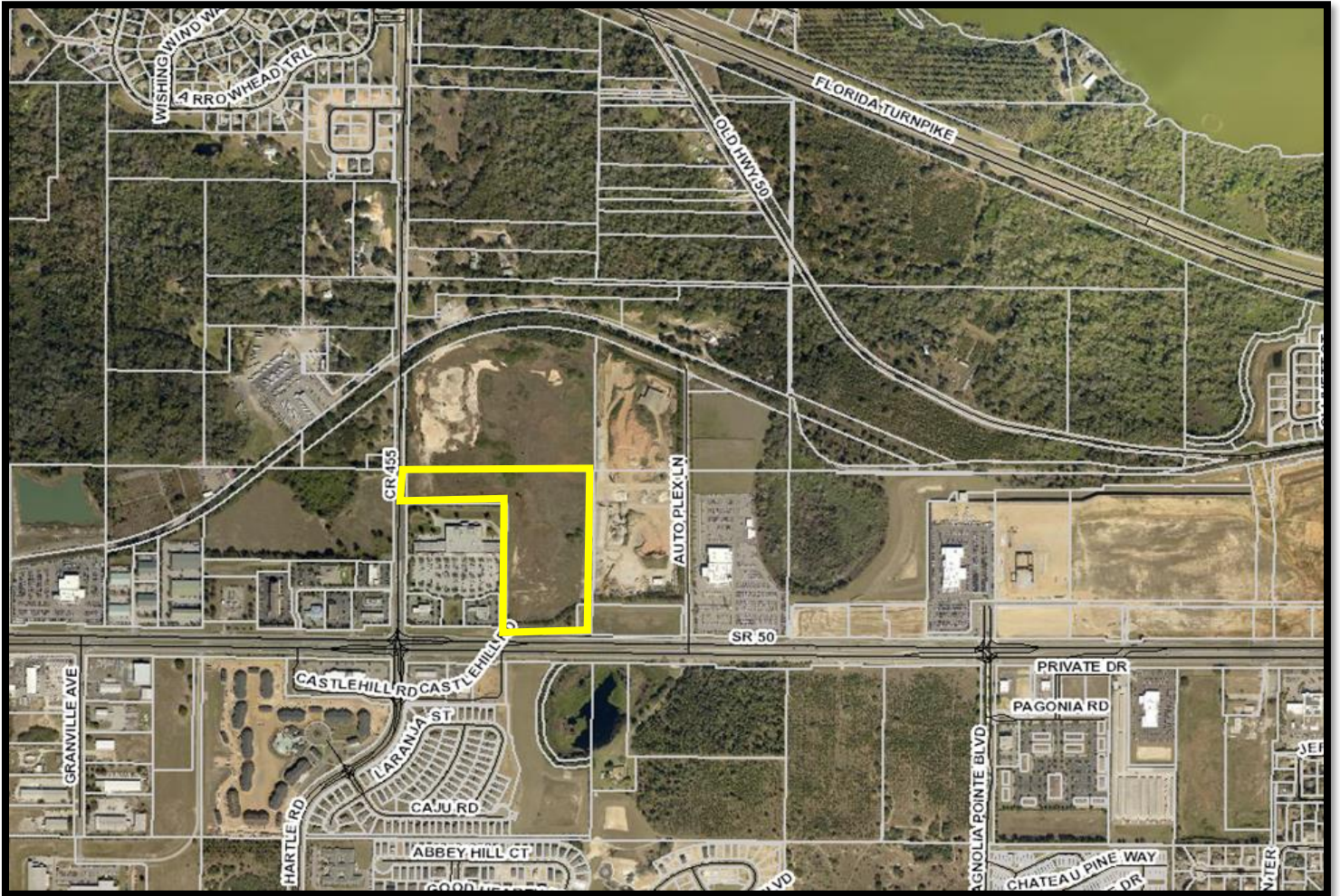
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



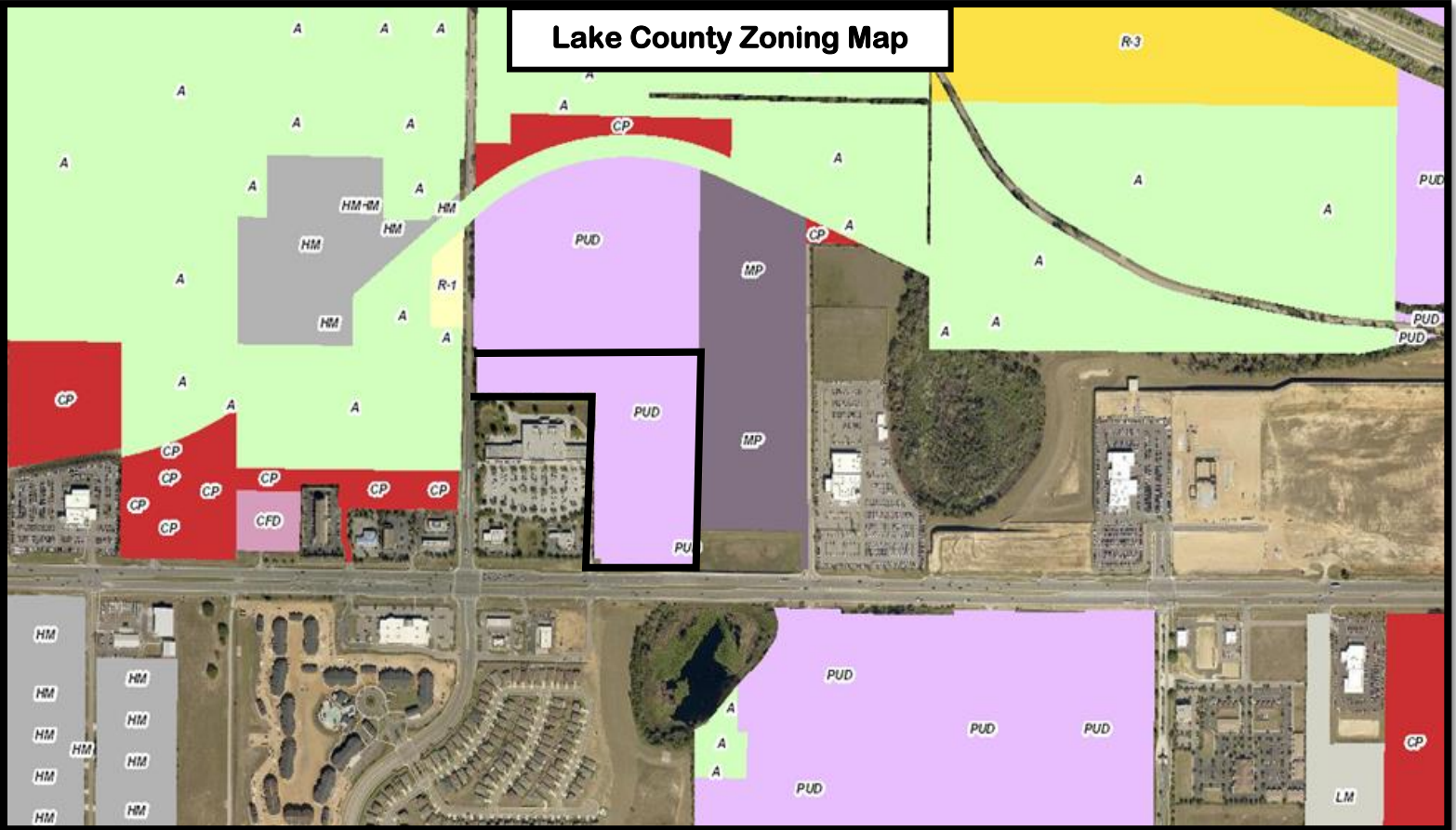
CITY OF CLERMONT
ORDINANCE NO. 2020-05

CARMAX LOCATION MAP

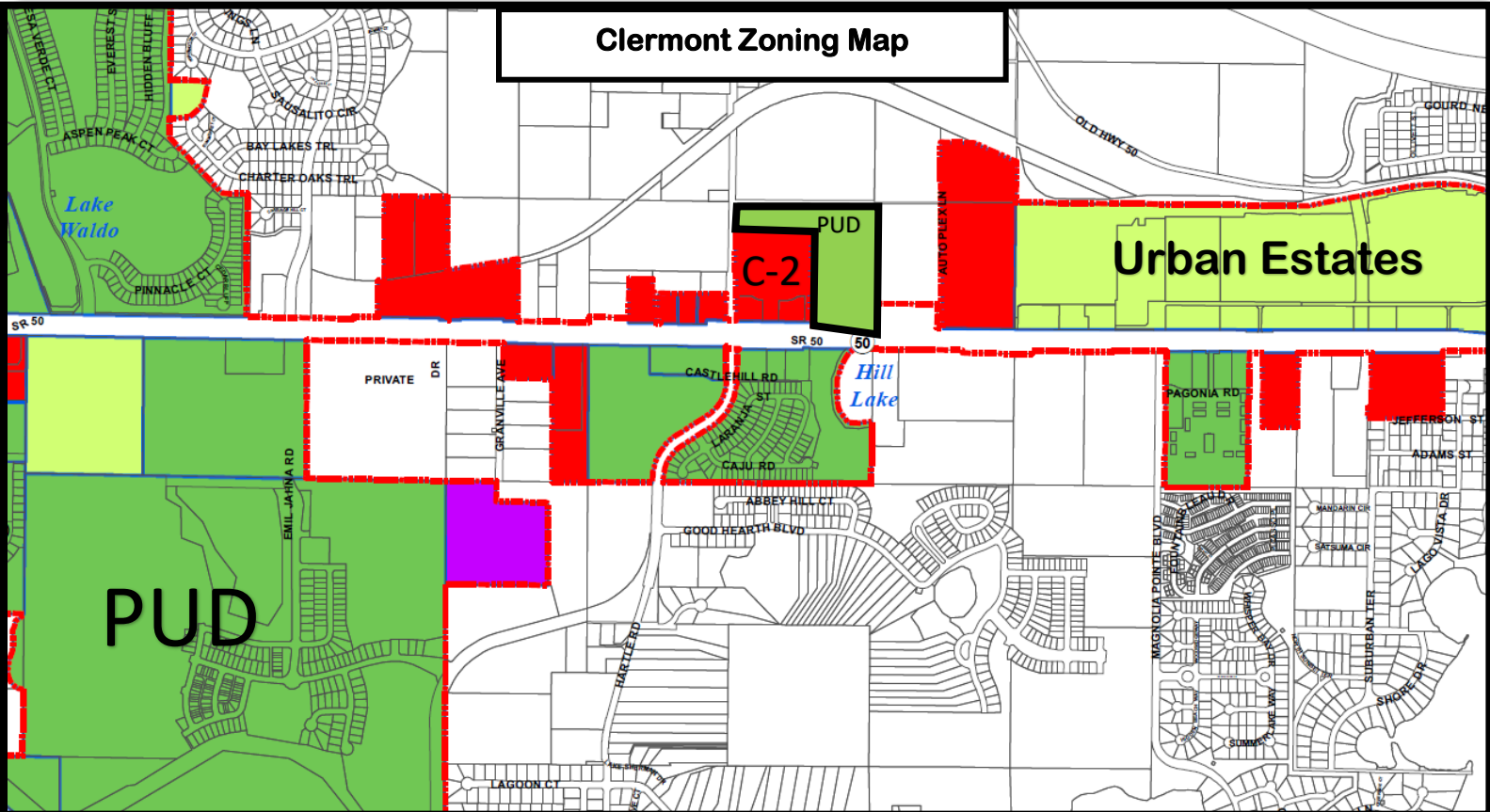


Zoning Maps

Lake County Zoning Map



Clermont Zoning Map



Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Paola Vasquez
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10097631
Phone: (352) 241-7331
Date: 07/14/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	07/20/2020	07/27/2020	\$526.84

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the enactment of following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2020-05

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT, REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW, PROVIDING FOR SEVERABILITY, CODIFICATION, AN EFFECTIVE DATE AND PUBLICATION.

LOCATION:

Vacant parcel located east CR 455 and north of SR 50,
Adjacent to the East Town Center
Publix Plaza
Alternate Key 1453313
19.8 +/- Acres

LEGAL DESCRIPTION

Tracts 51A, 52A, 61 and 62, of LAKE-HIGHLANDS COMPANY SUBDIVISION OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 4, Page 11, of the Public Record of Lake County, Florida; LESS right of way on the West for State Road Number 455; together with Tracts 3, 4, 13 and 14 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, at Page 52, of the Public Records of Lake County; LESS right of way on

the West for State Road 455 and Less right of way on the South for State Road 50, in and for Lake County, Florida.

LESS AND EXCEPT THE FOLLOWING AS CONTAINED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 26, 2002, IN OFFICIAL RECORDS BOOK 2231, PAGE 2257, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA:

A portion of tracts 3, 4, 13 and 14 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, being described as follows:

Commence at the North Quarter corner of said Section 26 as a point of reference, said point being marked by a railroad spike in the centerline of pavement of County Road No. 455; thence run South 00 degrees 40 minutes 30 seconds West, along the West line of the Northeast Quarter of said Section 26, 244.02 feet; thence run South 89 degrees 34 minutes 59 seconds East, parallel with the North line of said Northeast Quarter, 33.00 feet to the POINT OF BEGINNING; thence continue South 89 degrees 34 minutes 59 seconds East, parallel with said North line, 700.01 feet; thence run South 00 degrees 40 minutes 30 seconds West, parallel with the aforesaid West line of the Northeast Quarter, 879.12 feet to the North right of way line of State Road No. 50 as shown on right of way Map Section 11070-2505; thence run North 88 degrees 54 minutes 49 seconds West, along said North right of way line, 718.02 feet to the East line of a 30 foot right of way as shown on the Plat of LAKE HIGHLANDS COMPANY SUBDIVISION; thence run North

00 degrees 40 minutes 30 seconds East, along said East right line 261.64 feet to the East line of County Road No. 455 as currently monumented, said line being a curve concave to the Northwest; thence run Northeasterly along said curve having a central angle of 13 degrees 48 minutes 23 seconds, a radius of 623.00 feet, an arc length of 150.12 feet, a chord bearing of North 07 degrees 34 minutes 41 seconds East and a chord distance of 149.76 feet; thence run North 00 degrees 40 minutes 30 seconds East, continuing along said East line, 460.49 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT THE FOLLOWING AS CONTAINED IN THAT CERTAIN

That portion of the following described Parcel lying within 50 feet East of the North-South Mid-Section line of Section 26, Township 22 South, Range 26 East, Lake County, Florida.

Tract 13 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, Less and except right of way for SR 50. Site contains 19.8 +/- acres.

From: Lake County Planned Unit Development (PUD)
To: Clermont Planned Unit Development (PUD)

The Planning & Zoning Commission will consider the request on Tuesday, August 4, 2020 at 6:30 P.M. and a public meeting to consider the request will be held before the City Council on Tuesday, August 11, 2020 at 6:30 P.M. for final enactment.

All meetings will be held at City Hall, first floor Council Chambers, located at 685 W. Montrose Street. This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Please be advised that under State law, if you should decide to appeal a decision made with respect to this matter, you may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10097631
July 20, 2020 &
July 27, 2020

Payment Info	
Ad Price	\$526.84
Tax	\$0.00
Sub Total	\$526.84
Prepaid Amount	\$0.00
Balance Due	\$526.84



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 13, 2020		
Agenda Item Name		
Lien Reduction Request		
Requested Action		
Staff Report		
In 2019, the City initiated a code enforcement case against the property located at 1600 Hancock Road, Clermont FL 34711 (commercial shopping center known as College Station Center). The case was related to the use of multiple wind banners and other signage. The property is owned by John P. Adams and Ann D. Adams Family LP and is leased to various businesses for retail shopping and restaurants. The violation was ultimately corrected after remaining in violation for 61 days, but a fine amount of \$6,100 had accrued. The property had a lien placed against it on February 7th, 2020 during a secession of the Code Enforcement Special Magistrate. On September 14th, 2020 Code Enforcement received an application requesting a lien reduction. The respondent is seeking to have the lien amount reduced from \$6,100 to \$500.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date																									
Tuesday, October 13, 2020																									
Agenda Item Name																									
Event, Road Closure and Open Container Request <i>Light Up Clermont</i>																									
Requested Action																									
Council direction on special events resuming and recommend to approve the allowance of the Clermont Parks & Recreation Department's annual "Light Up Clermont" event in downtown Clermont with street closures and open container allowance.																									
Staff Report																									
Special Events have been prohibited due to Covid-19. Staff is seeking direction from the City Council on the resumption, and any applicable guidelines, for the resumption of Special Events. This includes previously approved Special Events including: <table border="1"><thead><tr><th>Date</th><th>Event Name</th><th>Estimated Attendance</th></tr></thead><tbody><tr><td>10/31</td><td>Clermont Harvest Festival</td><td>8,000</td></tr><tr><td>11/6</td><td>First Friday Foodtrucks</td><td>1,000</td></tr><tr><td>11/14</td><td>Candy Cane Lane Craft Show</td><td>8,000</td></tr><tr><td>11/14</td><td>Trailblazers Disc Golf Tourn</td><td>80</td></tr><tr><td>12/4</td><td>Light Up Clermont</td><td>15,000</td></tr><tr><td>12/5</td><td>Light Up Clermont</td><td>10,000</td></tr><tr><td>12/12</td><td>Tour De Clermont</td><td>125</td></tr></tbody></table> *Additional special event applications may be submitted in the upcoming weeks. The Clermont Parks and Recreation Department is requesting approval for multiple road closures and times to accommodate all events during "Light Up Clermont" on December 4th and December 5th in Downtown Clermont. All businesses and residents impacted by the closures will be contacted individually prior to the special event. The Parks and Recreation department has worked with the Clermont PD, Fire, and Public Works to ensure that all elements and safety have been accounted for and will be staffed accordingly during the event. <u>Road Closure Part A</u> Start: December 4, 2020 - 8:00 AM Finish and Reopen: December 5, 2020 - 3:00 PM -Montrose Street between Lake Avenue and entrance to old police station between 8th Street and West Avenue -8th Street on Montrose Street between Minneola Avenue and Desoto Street -7th Street between Montrose Street and Desoto Street <u>Road Closure Part B (Parade Route with map attached)</u> Start: December 5, 2020 - 9:00 AM Finish and Reopen: December 5, 2020 - 3:00 PM Please note that as the parade participants pass through, parts of the parade route can start to open -3rd Street between Orange Avenue and West Minneola Avenue -West Minneola Avenue between 3rd Street and Lake Avenue -Lake Avenue between West Minneola Avenue & Minneola Avenue -Montrose Street between Lake Avenue & West Avenue		Date	Event Name	Estimated Attendance	10/31	Clermont Harvest Festival	8,000	11/6	First Friday Foodtrucks	1,000	11/14	Candy Cane Lane Craft Show	8,000	11/14	Trailblazers Disc Golf Tourn	80	12/4	Light Up Clermont	15,000	12/5	Light Up Clermont	10,000	12/12	Tour De Clermont	125
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12/4	Light Up Clermont	15,000																							
12/5	Light Up Clermont	10,000																							
12/12	Tour De Clermont	125																							

-West Avenue between Montrose Street & West Osceola Street
-West Osceola Street between West Avenue and 3rd Street
-5th Street between West Osceola Street and the City Parking Lot at the South Lake Trail

The department is also requesting for a City approved licensed catering service to serve and sell beer and wine within the special event grounds on Friday, December 4th from 5:00 PM till 9:30 PM.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

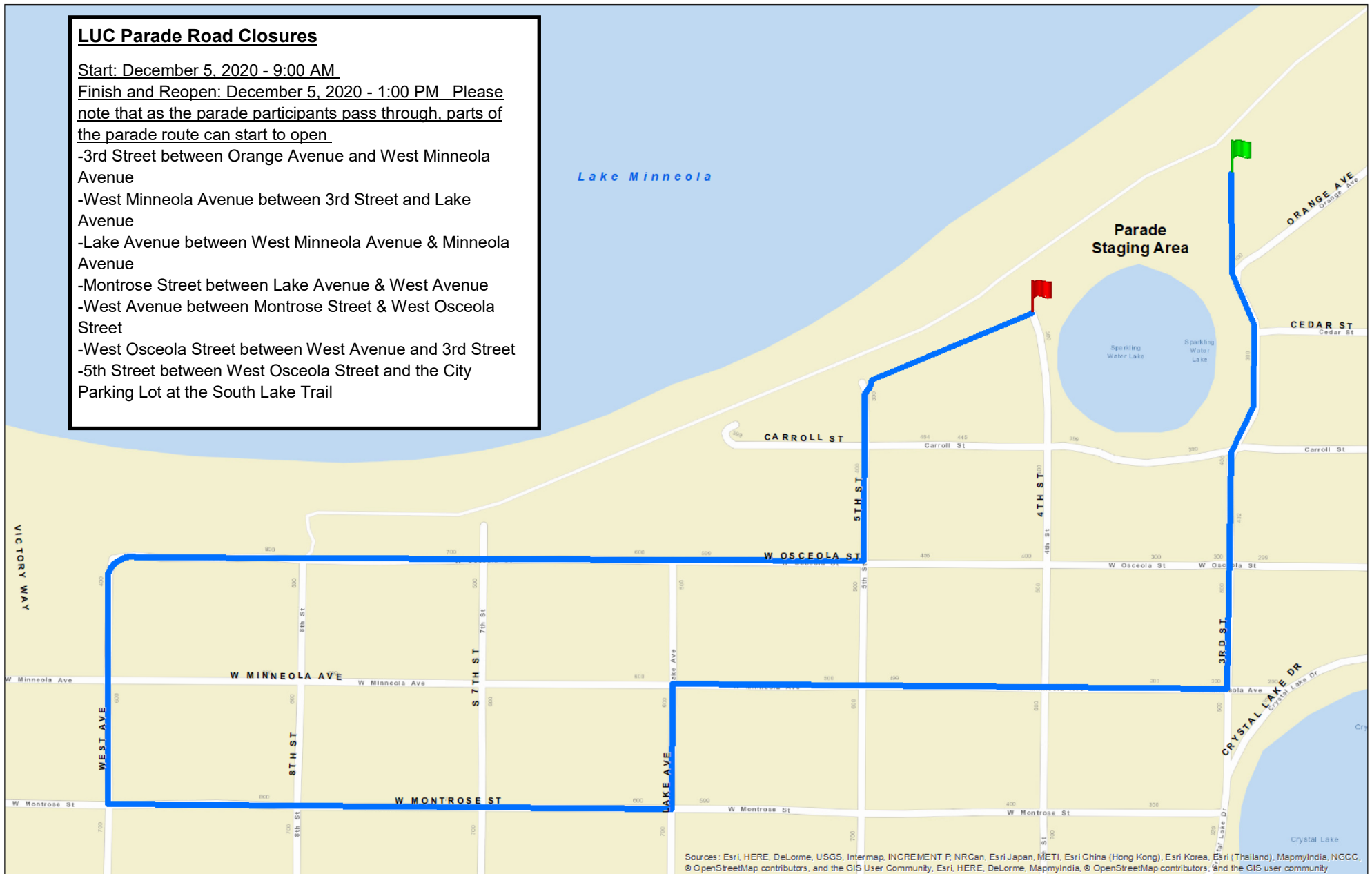
- | | | |
|----|---|---|
| 1. | Parade Road Closure Map 2020 | Parade Road Closure Map 2020.pdf |
| 2. | LUC Friday Night Road Closure and Bar Location 2020 | LUC Friday Night Road Closure and Bar Location 2020.pdf |

LUC Parade Road Closures

Start: December 5, 2020 - 9:00 AM

Finish and Reopen: December 5, 2020 - 1:00 PM Please note that as the parade participants pass through, parts of the parade route can start to open

- 3rd Street between Orange Avenue and West Minneola Avenue
- West Minneola Avenue between 3rd Street and Lake Avenue
- Lake Avenue between West Minneola Avenue & Minneola Avenue
- Montrose Street between Lake Avenue & West Avenue
- West Avenue between Montrose Street & West Osceola Street
- West Osceola Street between West Avenue and 3rd Street
- 5th Street between West Osceola Street and the City Parking Lot at the South Lake Trail



Friday Night Road Closure Requests for Light Up Clermont

- Montrose Street between Lake Avenue and entrance of old police station between 8th Street and West Avenue
- 8th Street on Montrose Street between Desoto Street and Minneola Avenue
- 7th Street between Montrose Street and Desoto Street



Location of Bar



Road Closures





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 13, 2020		
Agenda Item Name		
Ordinance No. 2020-33 <i>Introduction</i> <i>Land Development Code Amendment - Traffic Impact Study</i>		
Requested Action		
Recommend approval of Ordinance 2020-33.		
Staff Report		
This is a staff initiated code change to the Land Development Code to indicate an applicant's financial responsibility for the City's independent transportation consultant review of a Transportation Impact Study (TIS) when developing a project. This change also clarifies the Methodology and Guidelines for the three levels or tiers of review. In February of 2020, the City Council approved a bid award for transportation engineering consulting services with three firms. The submitted TIS by the applicant is rotated through these firms with a scope of services and a not to exceed amount for the review. The applications have been updated to reflect the cost of this review fee to the applicant. This code changes provides clarity in that the applicant will pay the review fee along with what tier level would be required for the study. Staff recommends approval of this change.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2020-33 - Code Amendment - TIA - FR BL Ord 2020-33 - Code Amendment - TIA - FR BL.pdf		
2. Legal Ad Proof Legal Ad Proof.pdf		



CITY OF CLERMONT
ORDINANCE NO. 2020-33

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF CLERMONT, CHAPTER 90 “CONCURRENCY MANAGEMENT”, ARTICLE I, “IN GENERAL”, SECTION 90-7 “ESTIMATION OF DEMAND FOR PROPOSED DEVELOPMENT”; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, CODIFICATION, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont desires to Amend Chapter 90, Article I, “In General”, Section 90-7 “Estimation of demand for proposed development” of the City of Clermont’s Land Development Code;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont, Florida as follows:

SECTION 1: AUTHORITY

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2.

Section 90-7 “Estimation of demand for proposed development” (a) “Roads/traffic circulation (1) “Traffic analysis required” of the Land Development Code of the City of Clermont is hereby amended to read as follows (note strikethrough indicates removed words and underlined indicates added):

Sec. 90-7. - Estimation of demand for proposed development.

(a) *Roads/traffic circulation.*

- (1) *Traffic analysis required.* All new developments, including but not limited to; rezonings and conditional use permits, shall be required to submit a traffic analysis or Transportation Impact Study (TIS) prepared at the applicant’s expense by a qualified transportation consultant. The applicant shall be responsible for all costs associated with review of the traffic impact analysis by the City’s independent professional transportation consultant. p. in accordance with the Lake-Sumter Metropolitan Planning Organization’s (MPO) Transportation Concurrency Management System (TCMS) and the Traffic Impact Study Methodology Guidelines Volume 1: Lake County Checkbook TCMS, dated May 28, 2008 and as amended. The Transportation Impact Study (TIS) is composed of three levels and shall follow the Lake-Sumter MPO Traffic Impact Study Methodology and Guidelines, dated 2017 and as amended :



CITY OF CLERMONT
ORDINANCE NO. 2020-33

- Tier 1 TIS: Less than 100 Peak Hour Two-way Net New Trips
- Tier 2 TIS: 100 or More Peak Hour Two-way Net New Trips
- Tier 3 TIS: Projects that generate 5,000 or more Average Daily Traffic (ADT)

The TIS ~~This study~~ shall identify the development's impact on the city's transportation system using methodology as approved by the city. The city may also require the submission of a traffic analysis for developments whose site location, anticipated total trip generation, circulation patterns or other such factors warrant a more extensive review of traffic impacts.

Upon results of the TIS, an applicant may be required to participate in the requirements of Article II. transportation proportionate fair share. Possible payment into an escrow account for transportation proportionate fair share impact (TPFS) for impacted roadways will be in accordance with the approved methodology of the TPFS formula, as amended.

(b) *Sanitary sewer.* The following generation standards shall be used to estimate the sanitary sewer demand of a proposed development:

- (1) *Residential developments.* The standard for residential developments is 188 gallons per equivalent residential unit, per day.
- (2) *Commercial, institutional and industrial developments.* Demand for commercial, institutional and industrial developments shall be estimated based upon the city impact fee, section 2-261 et seq., in the form of equivalent residential units by development type. These types of developments shall also provide the city with a description and estimate of wastewater generation created by any special processes which will be discharged into the city's system.

(c) *Solid waste.*

- (1) *Generation standards.* The following standards shall be used to estimate the volume of solid waste anticipated to be generated by a proposed development:
 - a. *Residential developments.* The standard for residential developments is 16 pounds per equivalent residential unit, per day.
 - b. *Commercial, institutional and industrial developments.* Developers shall be required to provide the city with a description and estimate of tonnage of solid waste to be generated.
- (2) *Hazardous waste.* Commercial, institutional and industrial developments which are potential hazardous waste generators shall be responsible for coordinating with the county for disposal of such waste. Written approval must be obtained from the county and submitted to the city that the hazardous waste to be generated by the proposed



CITY OF CLERMONT
ORDINANCE NO. 2020-33

development can be accommodated at the county's landfill or directed to an alternative licensed disposal facility.

(d) *Stormwater drainage.* A stormwater drainage plan based on the stormwater management requirements of this land development code shall be prepared for all developments. Such plans shall incorporate the level of service design storm and shall be approved as meeting such standard.

(e) *Potable water.*

(1) The following use standards shall be used to estimate the potable water needs of proposed developments:

Land Use	Use Standard
Residential	220 gallons per day per capita
Commercial	*
Institutional	*
Industrial	*

* Shall be estimated based upon city impact fee, section 2-261 et seq., in the form of equivalent residential units by development type.

(2) Additionally, commercial, institutional and industrial developments shall provide the city with a description and estimate of water use needs for any special processes involving potable water.

(f) *Recreation and open space.*

(1) *Residential developments.* Recreational impacts of proposed residential developments shall be based on the anticipated total number of persons residing in the development, calculated by using the population figures per dwelling unit as follows:

Unit Type	Number per Unit
Single-family	2.42



CITY OF CLERMONT
ORDINANCE NO. 2020-33

- (2) *Commercial, institutional and industrial developments.* Commercial, institutional and industrial developments shall not be assessed as having an impact on recreational facilities. The city may, however, require the provision of recreational facilities as part of planned unit developments and developments of regional impact.

SECTION 3: CONFLICT

All Ordinances or parts of Ordinances, all City Code Sections or parts of City Code Sections, and all Resolutions or parts of Resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4: SEVERABILITY

Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

SECTION 5: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

Regardless of whether such inclusion in the Code as described in Section 6 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 6: CODIFICATION

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 7: EFFECTIVE DATE

This Ordinance shall be effective immediately upon its adoption as provided by law.

First Reading this ____ day of _____, 2020.

Second Reading this ____ day of _____, 2020.



CITY OF CLERMONT
ORDINANCE NO. 2020-33

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida
on this 27th day of October, 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED

Daniel F. Mantzaris, City Attorney

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Paola Vasquez
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10098758
Phone: (352) 241-7331
Date: 09/16/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	09/21/2020	10/12/2020	\$208.56

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the enactment of the following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2020-33

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF CLERMONT, CHAPTER 90 "CONCURRENCY MANAGEMENT", ARTICLE I, "IN GENERAL", SECTION 90-7 "ESTIMATION OF DEMAND FOR PROPOSED DEVELOPMENT"; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, CODIFICATION, PUBLICATION AND AN EFFECTIVE DATE.

The Planning and Zoning Commission will consider this ordinance at a public hearing on Tuesday, October 6, 2020 at 6:30 P.M.

A public meeting to consider the ordinance will be held before the Clermont City Council on Tuesday, October 13, 2020 at 6:30 P.M. for (introduction), and a public meeting will be held on Tuesday, October 27, 2020 at 6:30 P.M. for (final enactment).

All meetings will be held at Clermont City Hall, first floor Council Chambers, located at 685 West Montrose Clermont FL 34711.

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10098758
September 21, 2020 &
October 12, 2020

Payment Info	
Ad Price	\$208.56
Tax	\$0.00
Sub Total	\$208.56
Prepaid Amount	\$0.00
Balance Due	\$208.56



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 13, 2020		
Agenda Item Name		
Ordinance No. 2020-34 <i>Introduction</i> <i>Clermont Ridge Senior Villas Annexation</i>		
Requested Action		
Recommend approval of Ordinance No. 2020-34		
Staff Report		
The applicant, Provident Housing Solutions, is requesting voluntary annexation of the subject property. The property is located north of Hunt Trace Boulevard and west of Oakley Seaver Drive. The City limits are contiguous to the property boundaries. The property is currently in Lake County's jurisdiction with a single-family residential use. The property is approximately 7.75 acres in size and within the City's water and sewer service area. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The applicant wishes to receive services from the City in order to develop the property into an age-restricted (62 and over) senior housing development. This request is being presented concurrently with a request for small-scale comprehensive plan amendment and a rezoning to a Planned Unit Development (PUD) for a senior housing project. The related request for a comprehensive plan amendment would change the Future Land Use from Lake County's Urban Medium to Clermont High Density Residential designation. The rezoning request is to change the zoning from Planned Unit Development (PUD) to the City's PUD zoning classification. Since a majority of the surrounding property is contiguous to the City of Clermont boundaries and the City can adequately provide services, staff recommends approval of the annexation with Ordinance No. 2020-34.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2020-34 (10.6.2020) - R&F BL	Ord 2020-34 (10.6.2020) - R&F BL.pdf	
2. LOCATION MAP	LOCATION MAP.pdf	
3. Site Plan	Site Plan.pdf	
4. Clermont Ridge - Building Elevations	Clermont Ridge - Building Elevations.jpg	
5. Application	Application.pdf	
6. ORD 2020-34-Legal AD	ORD 2020-34-Legal AD.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2020-34

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Lake County, Florida has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is contiguous to the City and is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

Legal Description

Lot Tract 61-A, Map of Section 20 Township 22 South Range 26 East Lake County, Florida, according to the mapor plat thereof, as recorded in Plat Book 3, Page 30, of the Public Records of Lake County, Florida

Together with that portion of the now vacated road lying South of and contiguous too said Tract 61-A and lying West of the contiguous too said Tract 61-A, from the South line of said Section 20 to the high water line of Jacks Lake

Together with that portion of the new vacated lands lying between the North of said Tract 61-A and the waters of Jacks Lake, bounded on the West by an extension of the West line of said Tract 61-A and the high water line of Jacks Lake.

Containing 7.75 Acres +/-

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of



CITY OF CLERMONT
ORDINANCE NO. 2020-34

Clermont, Lake County, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, Lake County, Florida and any other general or special taxes or assessments.

SECTION 4: SEVERABILITY

Should any Section or part of a Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be separable in meaning and effect from the Section to which such holding shall apply.

SECTION 5: RECORDING

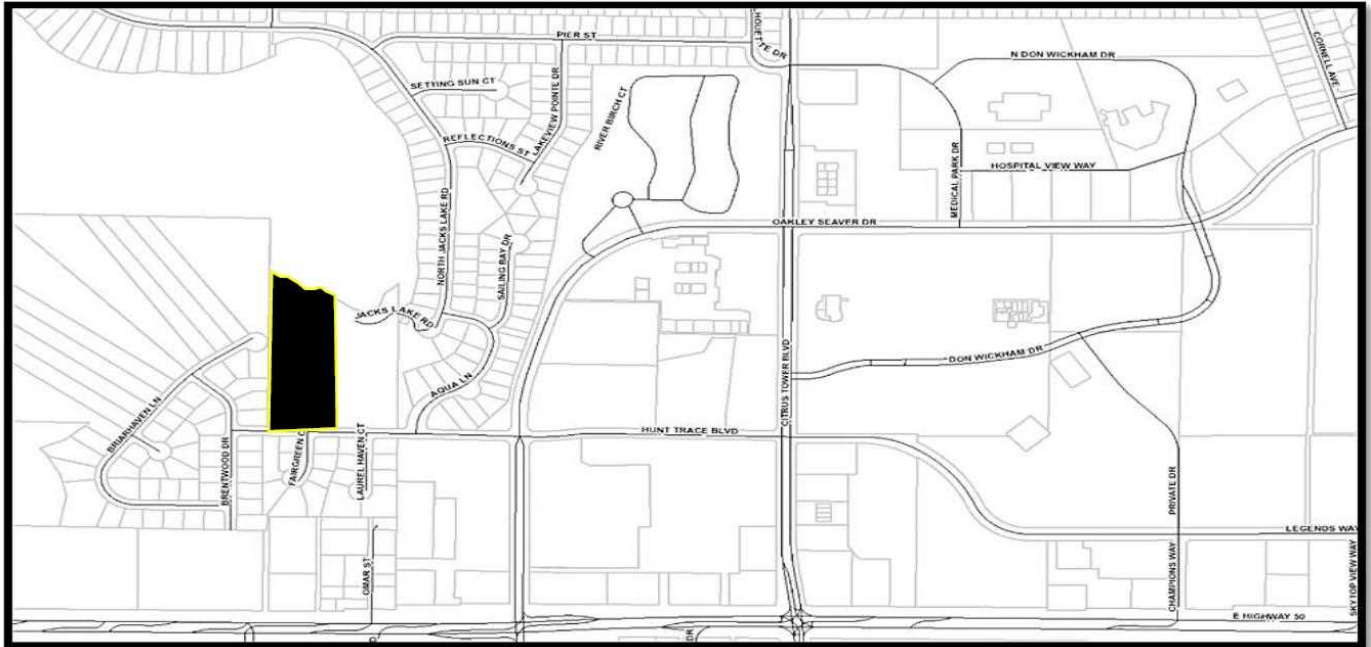
This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 6: PUBLICATION AND AN EFFECTIVE DATE

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

CITY OF CLERMONT
ORDINANCE NO. 2020-34

Location Map:





CITY OF CLERMONT
ORDINANCE NO. 2020-34

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 27th day of October 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

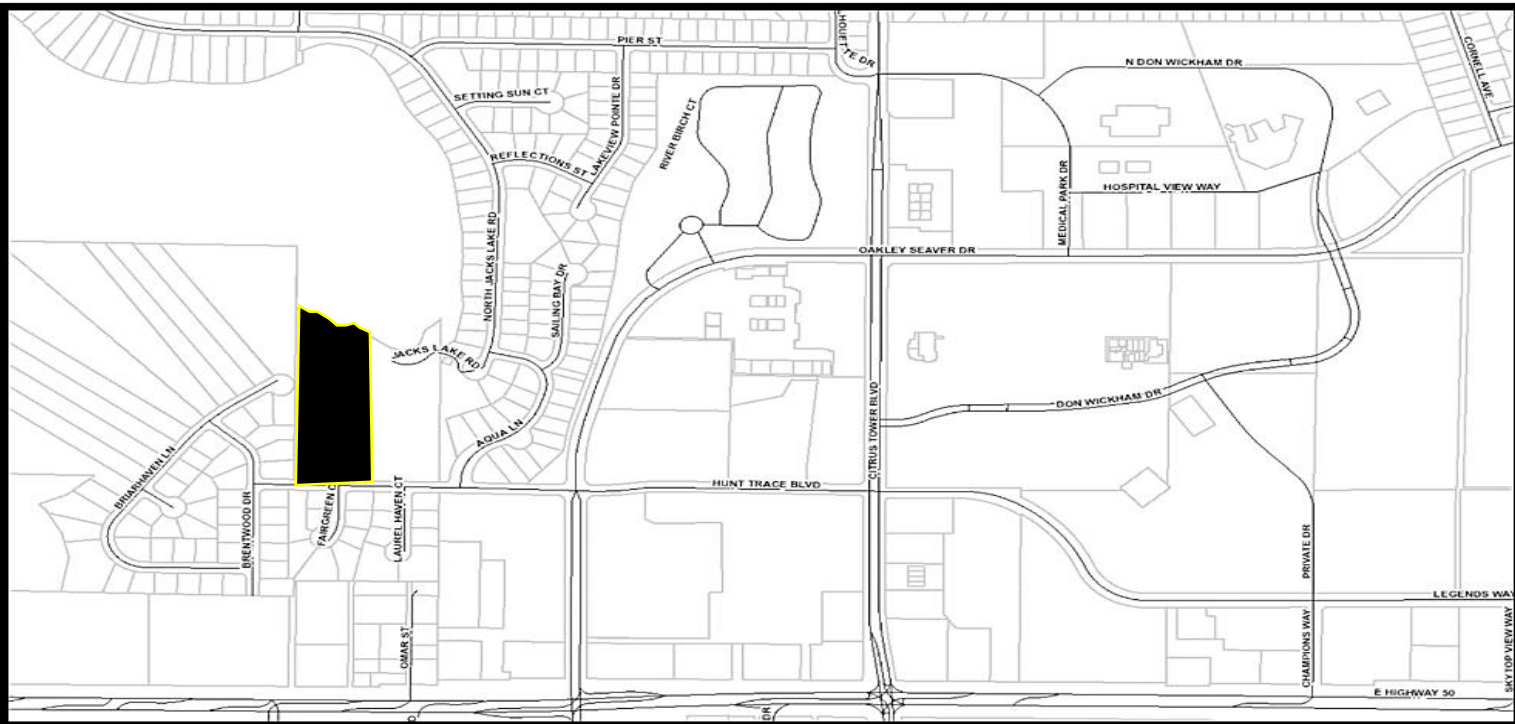
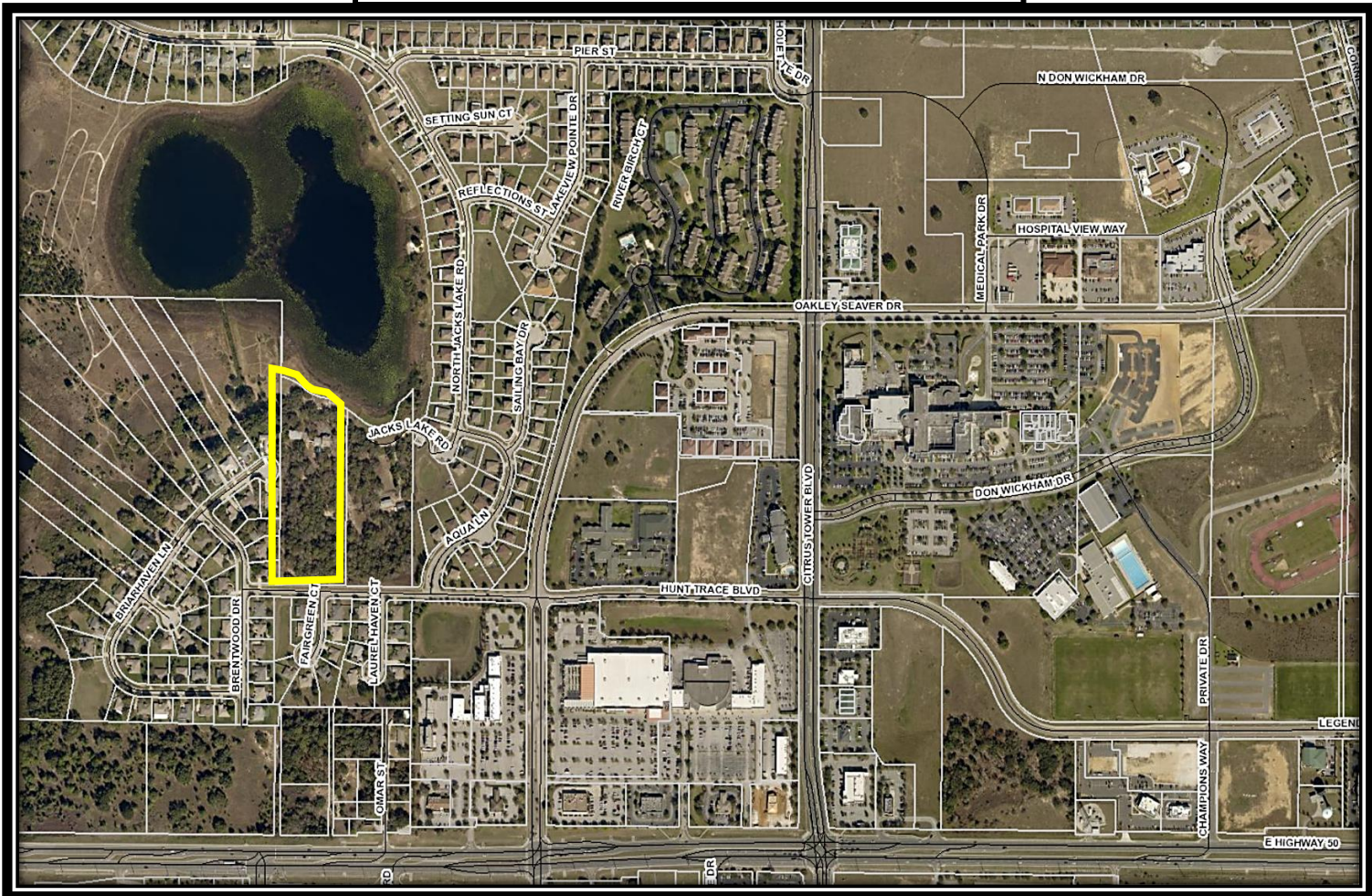
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LOCATION MAP



PARCERL NO. 09-22-26-080061A00000

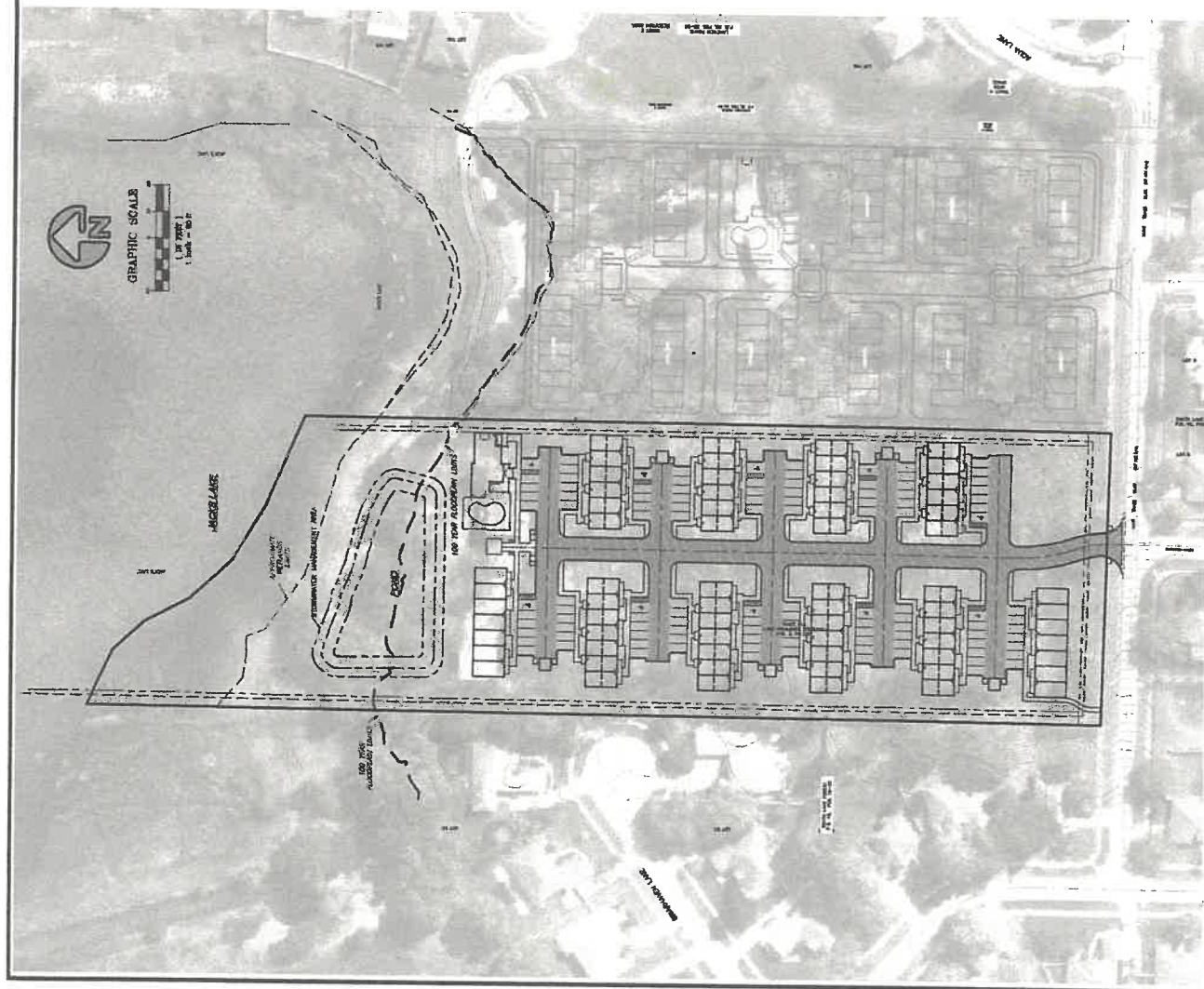
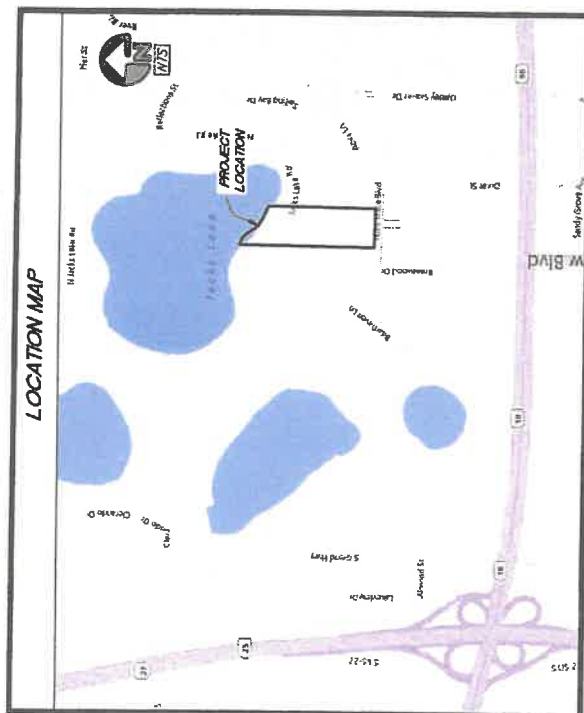
SITE DATA

[illegible]

EXISTING USE:

PROPERTY DESCRIPTION

TRACT 61A, SECTION 20, TOWNSHIP 22 NORTH, RANGE 28 EAST, AS PER PLAT OF LAKE HIGHLANDS COMPANY, IS RECORDED IN PLAT BOOK 3, PAGE 30, IN PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.







APPLICATION & PETITION

DATE: July 10, 2020

FEE: \$155.⁰⁰
+ cost of advertising

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): Clermont Ridge Senior Villas Phase Two

APPLICANT: Provident Housing Solutions

Address: 13750 W. Colonial Dr ste. 350-357

City: Winter Garden State: Florida Zip: 34787

Phone: 407-353-2052 Fax: _____

Applicant is: Owner: _____ Agent: _____ Purchaser: ☒ Lessee: _____ Optionee: _____

OWNER: Mr. Byron Beebe and Kathy Diez

Address: 13625 N. Jacks Lake Rd

City: Clermont State: Florida Zip: 34711

Phone: _____ Fax: _____

AGENT NAME (Affidavit required): Jim F. Arrington

Address: 13750 W. Colonial Dr ste 350-357

City: Winter Garden State: Florida Zip: 34787

Phone: 407-353-2052 Fax: _____

E-Mail: Jim.Arrington@providenths.org

Property address and/or general location:
13625 N. Jacks Lake Rd Clermont, FL 34711

Area of property: 7.75 +/- acres, and/or _____ +/- sq. ft.

The property is PRESENTLY used for: Residential

The property is PROPOSED to be used for: Senior / Multifamily



Existing Lake County Land Use* : Residential

Existing Lake County Zoning* : Agriculture

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: Single family home and garage

State the reason or basis for this request: To provide affordable senior housing in the City of Clermont.

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section 09, Township 22, Range 26

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542



OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: July 10, 2020

Before me, the undersigned authority personally appeared Jim F Arrington
(owner(s) name), who being by me duly sworn on oath,
deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
New multifamily housing for seniors
3. That said authority (owner) has appointed (agent's name) Jim F. Arrington
to act in its behalf to accomplish the above, and
before me the undersigned authorized agent personally appeared and being by me duly
sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

X Kathy Diaz POA
for Byron Beebe
Owner (signature)

X [Signature]
Agent's (signature)

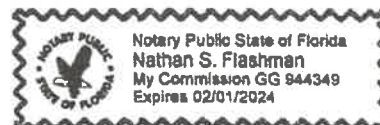
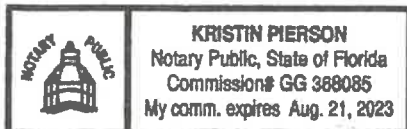
Sworn to and subscribed before
me this 16th day of July,
2020

Kristin Pierson
Notary Public, State of FL
My commission expires: 8/21/23

Sworn to and subscribed before
me this 10 day of July,
2020

Nathan S. Flashman
Notary Public, State of FL
My commission expires: 2/1/2024

*Note: Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.





**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 16th day of July, 2020

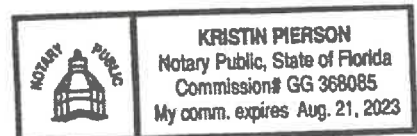
Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).

Kathy Diaz Patafor
Byron Beebe
Landowner (Petitioner)

7/16/20
Date

Kristin Pierson
Notary Public

August 21, 2023
My Commission Expires





Lake County, Florida

OFFICE OF THE TAX COLLECTOR

David W. Jordan, Tax Collector

2019 Roll Details — Real Estate Account At 13625 JACKS LAKE RD

Real Estate Account #0922260800-61A-00000

Parcel details

Latest bill

View/Print full bill history

Print this page

2019

2018

2017

2016

...

1998

PAID

PAID

PAID

PAID

PAID

PAID 2019-12-05 \$3,392.51

Effective 2019-11-29

Receipt #2019-00233788

Owner: BEEBE BYRON

13625 N JACKS LAKE RD

CLERMONT, FL 34711

Situs: 13625 JACKS LAKE RD

Account number: 0922260800-61A-00000

Alternate Key: 1647797

Millage code: 0003

Millage rate: 14.6811

Assessed value: 250,720

School assessed value: 250,720

Exemptions

HOMESTEAD: 25,000

ADDITIONAL HX EXEMPTION: 25,000

2019 Annual bill

View

GIS- Property Appraiser

Ad valorem: \$3,118.86

Non-ad valorem: \$415.00

Total Discountable: 3533.86

No Discount NAVA: 0.00

Total tax: \$3,533.86

Legal description

LAKE HIGHLANDS 20-22-26 TRACT 61A, A VACATED PLATTED RD LYING W OF TRACT 61A BOUNDED ON N BY HIGH WATER LINE OF JACKS LAKE & BOUNDED ON S BY S LINE OF TRACT 61A & THE W'LY EXTENSION THEREOF, THAT PART OF VACATED PLATTED RD BOUNDED ON S BY N LINE OF TRACT 61A ON N BY HIGH WATER LINE OF JACKSLAKE ON E & W BY N'LY EXTENSIONS OF E & W LINES OF TRACT 61A PB 3 PG 380RB 1318 PG 114 3740 PG 843 ORB 3749 PG 1318

Location

Book, page, item: --

Geo number: 2622090800-61A-00000

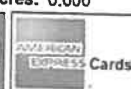
Range: 26

Township: 22

Section: 09

Use code: 01

Total acres: 0.000



PROPERTY RECORD CARD

General Information

Owner Name:	BEEBE BYRON	Alternate Key:	1647797
Mailing Address:	13625 N JACKS LAKE RD CLERMONT, FL 34711	Parcel Number:	09-22-26-0800-61A- 00000
Update Mailing Address		Millage Group and City:	0003 (UNINCORPORATED)
		Total Certified Millage Rate:	14.6811
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	13625 JACKS LAKE RD CLERMONT FL 34711	Property Name:	-- Submit Property Name
Update Property Location		School Information:	School Locator & Bus Stop Map School Boundary Maps

Property Description: LAKE HIGHLANDS 20-22-26 TRACT 61A, A VACATED PLATTED RD LYING W OF TRACT 61A BOUNDED ON N BY HIGH WATER LINE OF JACKS LAKE & BOUNDED ON S BY S LINE OF TRACT 61A & THE WLY EXTENSION THEREOF, THAT PART OF VACATED PLATTED RD BOUNDED ON S BY N LINE OF TRACT 61A ON N BY HIGH WATER LINE OF JACKS LAKE ON E & W BY N'LY EXTENSIONS OF E & W LINES OF TRACT 61A
PB 3 PG 30
ORB 1318 PG 114 3740 PG 843 ORB 3749 PG 1318

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	SINGLE FAMILY LAKEFRONT (0103)	0	0		7.75	AC	\$0.00	\$250,635.00

[Click here for Zoning Info Map](#)

[FEMA Flood](#)

Residential Building(s)

Building 001

Residential	Single Family	Building Value: \$154,786.00
-------------	---------------	------------------------------

Summary

Year Built: 1997

Total Living Area:
3825

Central A/C: Yes

Attached Garage:
Yes

Bedrooms: 3

Full Bathrooms: 2

Half Bathrooms: 1

Fireplaces: 1

Incorrect Bedroom, Bath, or other information?

Section No.	Section Type	Ext. Wall Type	Section(s)					
			No. Stories	Floor Area	Finished Attic	Basement	Basement Finished	Map Color
1	FINISHED LIVING AREA (FLA)	Wood (001)	2	1480	N	0%	0%	
2	FINISHED LIVING AREA (FLA)	Wood (001)	1	472	N	0%	0%	
3	GARAGE FINISHED WOOD (GAF)	Wood (001)	1	528	N	0%	0%	
4	FINISHED LIVING AREA (FLA)	Wood (001)	1	393	N	0%	0%	
5	OPEN PORCH FINISHED (OPF)	No Wall Type (000)	1	296	N	0%	0%	
6	CANOPY (CAN)	No Wall Type (000)	1	296	N	0%	0%	

[View Larger / Print / Save](#)**Miscellaneous Improvements**

No.	Type	No. Units	Unit Type	Year	Depreciated Value
0001	GARAGE DETACHED (DGF)	2400	SF	2006	\$13,525.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
3740 / 843	1/12/2009	Quit Claim Deed	Unqualified	Improved	\$122,800.00
3749 / 1318	1/12/2009	Quit Claim Deed	Unqualified	Improved	\$100.00
1318 / 114	8/1/1994	Warranty Deed	Qualified	Improved	\$50,000.00
1256 / 1104	8/1/1993	Warranty Deed	Qualified	Improved	\$30,000.00
1117 / 724	5/1/1991	Quit Claim Deed	Unqualified	Improved	\$0.00
638 / 318	1/1/1977	Misc Deed/Document	Qualified	Improved	\$21,400.00

[Click here to search for mortgages, liens, and other legal documents.](#)

Values and Estimated Ad Valorem Taxes

Values shown below are 2020 WORKING VALUES.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$418,946	\$255,483	\$205,483	5.07340	\$1,042.50
LAKE COUNTY MSTU AMBULANCE	\$418,946	\$255,483	\$205,483	0.46290	\$95.12
LAKE COUNTY MSTU FIRE	\$418,946	\$255,483	\$205,483	0.47040	\$96.66
SCHOOL BOARD STATE	\$418,946	\$255,483	\$230,483	3.88500	\$895.43
SCHOOL BOARD LOCAL	\$418,946	\$255,483	\$230,483	2.99800	\$690.99
LAKE COUNTY MSTU STORMWATER	\$418,946	\$255,483	\$205,483	0.49570	\$101.86
ST JOHNS RIVER FL WATER MGMT DIST	\$418,946	\$255,483	\$205,483	0.24140	\$49.60
LAKE COUNTY VOTED DEBT SERVICE	\$418,946	\$255,483	\$205,483	0.11000	\$22.60
LAKE COUNTY WATER AUTHORITY	\$418,946	\$255,483	\$205,483	0.35570	\$73.09
SOUTH LAKE HOSPITAL DIST	\$418,946	\$255,483	\$205,483	0.00000	\$0.00
Total:				14.0925	\$3,067.85

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

✓ Homestead Exemption (first exemption up to \$25,000)	Learn More	View the Law
✓ Additional Homestead Exemption (up to an additional \$25,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More	View the Law

LEGAL NOTICE

The Clermont City Council will consider the enactment of the following proposed Ordinance at a public meeting to be held on Tuesday, October 13, 2020 at 6:30 P.M. for (Introduction) and another public meeting will be held on Tuesday, October 27, 2020 at 6:30 P.M. for (final enactment). All meetings will be held at Clermont City Hall, first floor Council Chambers, located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2020-34

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

13625 North Jacks Lake Road
Property on the north side of Hunt Trace Blvd,
and south of Jacks Lake.
(Alternate Key 1647797)

LEGAL DESCRIPTION

Lot Tract 61-A, Map of Section 20 Township 22 South Range 26 East Lake County, Florida, according to the mapor plat thereof, as recorded in Plat Book 3, Page 30, of the Public Records of Lake County, Florida

Together with that portion of the now vacated road lying South of and contiguous too said Tract 61-A and lying West of the contiguous too said Tract 61-A, from the South line of said Section 20 to the high water line of Jacks Lake

Together with that portion of the new vacated lands lying between the North of said Tract 61-A and the waters of Jacks Lake, bounded on the West by an extension of the West line of said Tract 61-A and the high water line of Jacks Lake.

Containing 7.75 Acres +/-

See Map Below



This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, October 13, 2020		
Agenda Item Name		
Ordinance No. 2020-35 <i>Introduction</i> <i>Clermont Ridge Senior Villas CPA</i>		
Requested Action		
Recommend approval of Ordinance No. 2020-35.		
Staff Report		
The applicant, Provident Housing Solutions, is requesting a small-scale comprehensive plan amendment for the subject property located at 13625 North Jacks Lake Road. The parcel is approximately 7.75 +/- acres and is located north of Hunt Trace Boulevard and west of Oakley Seaver Drive. This request will be presented concurrently with the annexation and rezoning of subject property to a Planned Unit Development (PUD) for affordable senior housing. The applicant wishes to develop the property and utilize the City of Clermont utility services. The small-scale comprehensive plan amendment would change the Future Land Use from Lake County's Urban Medium to Clermont's High Density Residential designation. The Lake County's Urban Medium density allows up to seven (7) dwelling units per acre; and the Clermont High Density Residential Land Use allows up to twelve (12) units per acre. The applicant has indicated that because this project is for senior affordable housing with small one-bedroom units (approximately 400 square feet of living space), the increase of density of 12 units per acre; will allow construction of more units to increase the opportunity for more affordable housing services in Clermont. The subject property is within 2,000 feet of the regional hospital (South Lake Hospital), medical offices, an assisted living facility, hotel, a public transportation network, and commercial shopping opportunities. In addition, within this vicinity are several other multi-family housing projects with up to 12 dwelling units per acre, such as the Madison of Clermont Apartments and the Lofts. The Future Land Use change is consistent with the goals, objectives and policies for the Clermont Comprehensive Plan and will not be out of character with the surrounding neighborhoods. Therefore, staff recommends approval of Ordinance No. 2020-35, to change the future land use from Lake County Urban Medium to Clermont High Density Residential.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2020-35 (10.6.2020) - R&F BL	Ord 2020-35 (10.6.2020) - R&F BL.pdf	
2. LOCATION MAP	LOCATION MAP.pdf	
3. Site Plan	Site Plan.pdf	
4. Future Land Use Map	Future Land Use Map.pdf	
5. Application	Application.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2020-35

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

NOW THEREFORE BE IT RESOLVED AND ENACTED, by the City Council of the City of Clermont, Lake County, Florida that:

SECTION 1.

After a public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

Lot Tract 61-A, Map of Section 20 Township 22 South Range 26 East Lake County, Florida, according to the mapor plat thereof, as recorded in Plat Book 3, Page 30, of the Public Records of Lake County, Florida



CITY OF CLERMONT
ORDINANCE NO. 2020-35

Together with that portion of the now vacated road lying South of and contiguous too said Tract 61-A and lying West of the contiguous too said Tract 61-A, from the South line of said Section 20 to the high water line of Jacks Lake

Together with that portion of the new vacated lands lying between the North of said Tract 61-A and the waters of Jacks Lake, bounded on the West by an extension of the West line of said Tract 61-A and the high water line of Jacks Lake.

Containing 7.75 Acres +/-

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM: LAKE COUNTY URBAN MEDIUM DENSITY
TO: CITY OF CLERMONT HIGH DENSITY RESIDENTIAL

SECTION 2: SEVERABILITY

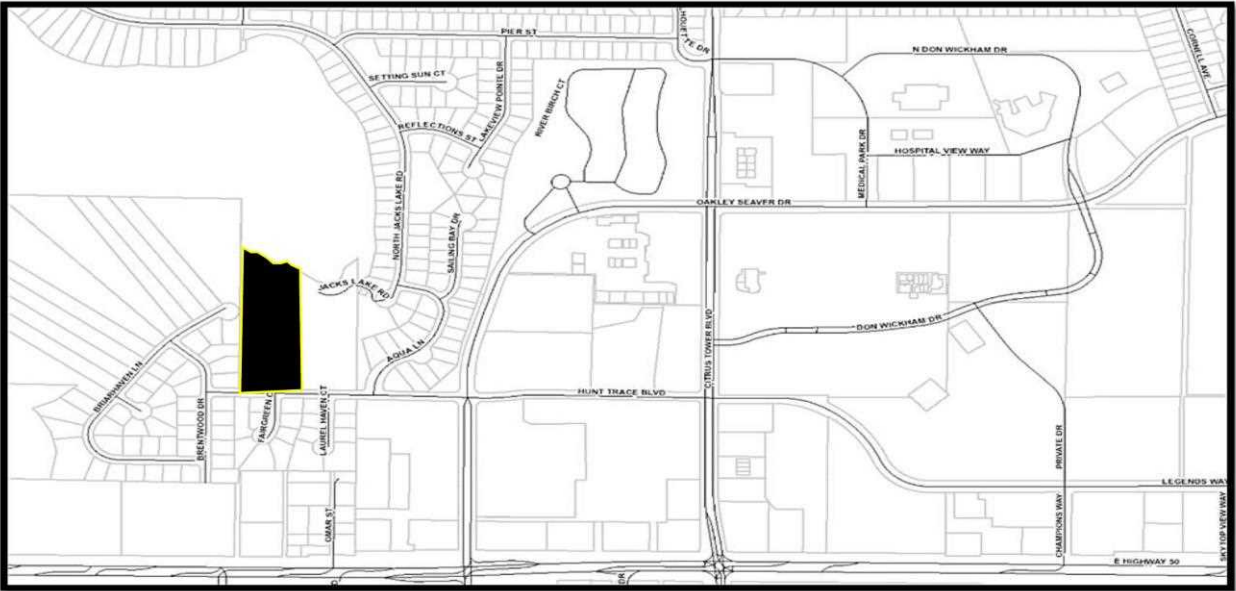
If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

SECTION 3: PUBLICATION AND AN EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

CITY OF CLERMONT
ORDINANCE NO. 2020-35

Location Map:





CITY OF CLERMONT
ORDINANCE NO. 2020-35

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 27th day of October, 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

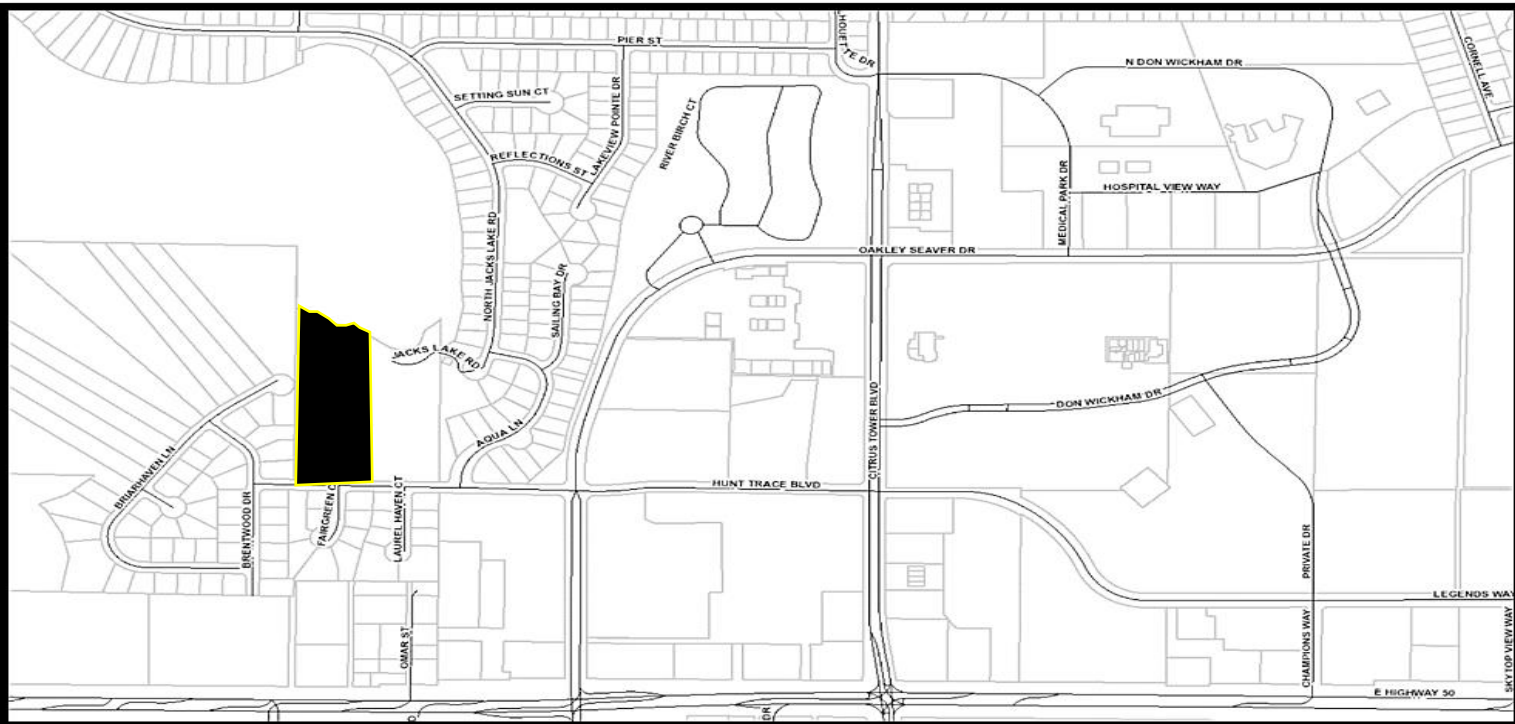
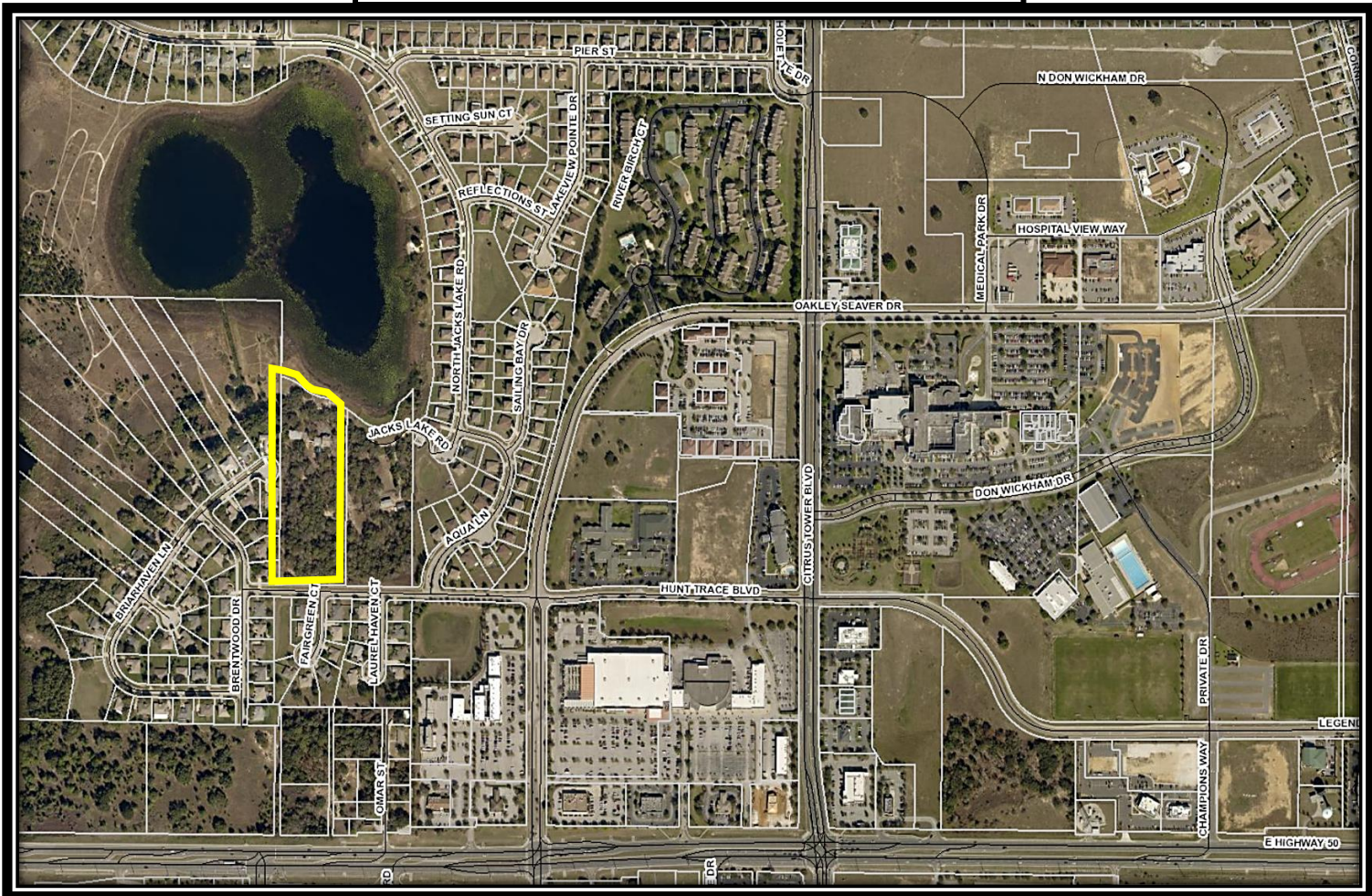
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LOCATION MAP



CONCEPTUAL SITE PLAN CLERMONT RIDGE SENIOR VILLAS PHASE TWO PARCERL NO. 09-22-26-080061A000000

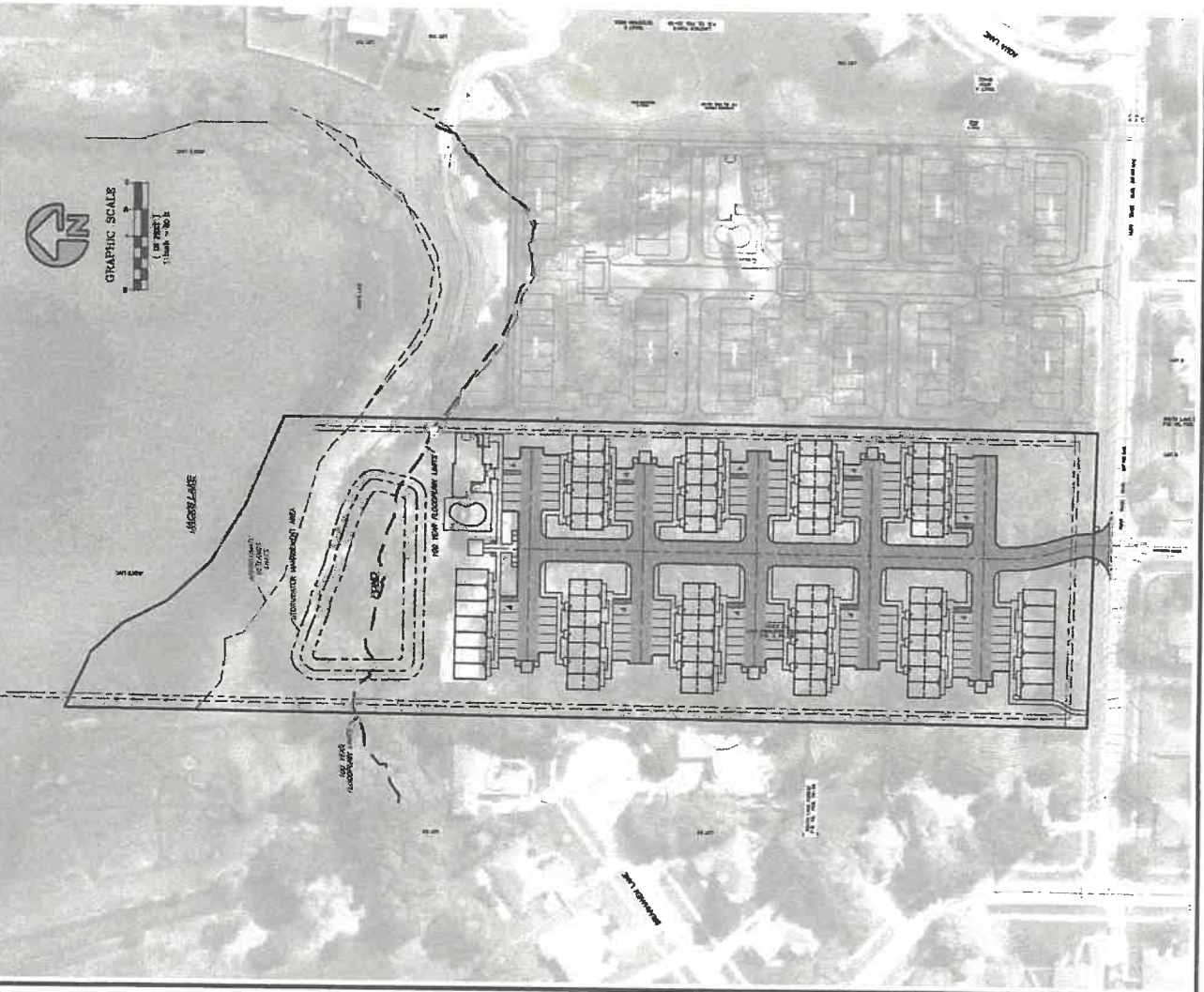
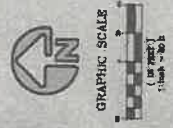
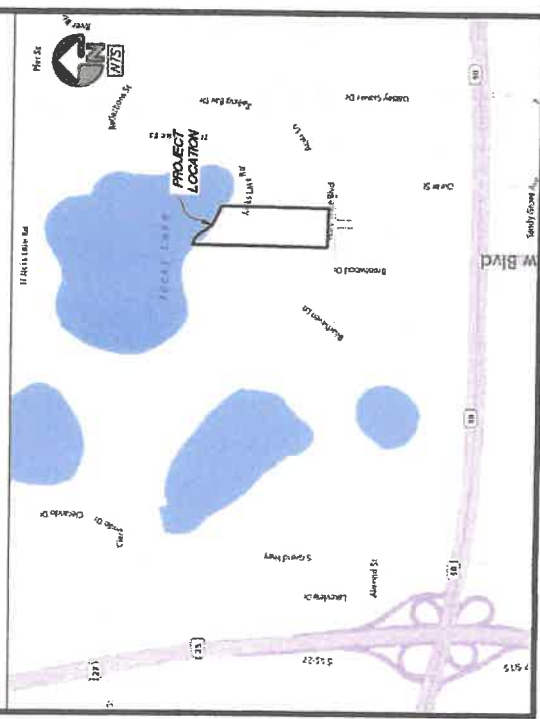
SITE DATA

OWNER: ERIEN, BEER, AND BERNARD 13825 JACOBS LANE RD CLERMONT, FL 34111	SETBACKS: FRONT/REAR/TRAFFIC BLDG: 25' SIDE: 10' REAR/TRAFFIC: 25'
PARCEL NO: 09-22-26-080061A00000	LANDSCAPE BUFFERS: FRONT/REAR/TRAFFIC BLDG: 25' SIDE: 10'
ALTERNATE NO: 1677797	WATER: CITY OF CLERMONT
EXISTING ZONING: AGRICULTURE	SEWER: 33" MAINLINE
EXISTING FILL: RESIDENTIAL	WETLANDS: NONE
PROPOSED USE: PUD-RESIDENTIAL/ALTERNATE	PARKING REQUIRED: TOTAL: 143 SPACES 1.2 SPACES PER ONE BEDROOM UNIT 93 UNITS x 1.2 SPACES/UNIT = 112 SPACES
TOTAL UNITS: 93 UNITS (1.0 UNITS PER ACRE)	BUILDINGS: 1.2 SPACES PER 300 SQ. FT. 2,500 SQ. FT./300 SQ. FT. = 8 SPACES
UNIT SIZE: 400 SQ. FT.	WARRANTS REQUESTED: MINIMUM UNIT SIZE: 400 SQ. FT. MINIMUM SETBACK: 10' RESIDENT 1.2 PARKING SPACES PER EACH 1 BEDROOM UNIT
TOTAL AREA: 7.75 ACRES	
ZONING: R-1 SINGLE FAMILY R-2 SINGLE FAMILY R-3 RESIDENTIAL R-4 RESIDENTIAL R-5 RESIDENTIAL R-6 RESIDENTIAL R-7 RESIDENTIAL R-8 RESIDENTIAL R-9 RESIDENTIAL R-10 RESIDENTIAL R-11 RESIDENTIAL R-12 RESIDENTIAL R-13 RESIDENTIAL R-14 RESIDENTIAL R-15 RESIDENTIAL R-16 RESIDENTIAL R-17 RESIDENTIAL R-18 RESIDENTIAL R-19 RESIDENTIAL R-20 RESIDENTIAL R-21 RESIDENTIAL R-22 RESIDENTIAL R-23 RESIDENTIAL R-24 RESIDENTIAL R-25 RESIDENTIAL R-26 RESIDENTIAL R-27 RESIDENTIAL R-28 RESIDENTIAL R-29 RESIDENTIAL R-30 RESIDENTIAL R-31 RESIDENTIAL R-32 RESIDENTIAL R-33 RESIDENTIAL R-34 RESIDENTIAL R-35 RESIDENTIAL R-36 RESIDENTIAL R-37 RESIDENTIAL R-38 RESIDENTIAL R-39 RESIDENTIAL R-40 RESIDENTIAL R-41 RESIDENTIAL R-42 RESIDENTIAL R-43 RESIDENTIAL R-44 RESIDENTIAL R-45 RESIDENTIAL R-46 RESIDENTIAL R-47 RESIDENTIAL R-48 RESIDENTIAL R-49 RESIDENTIAL R-50 RESIDENTIAL R-51 RESIDENTIAL R-52 RESIDENTIAL R-53 RESIDENTIAL R-54 RESIDENTIAL R-55 RESIDENTIAL R-56 RESIDENTIAL R-57 RESIDENTIAL R-58 RESIDENTIAL R-59 RESIDENTIAL R-60 RESIDENTIAL R-61 RESIDENTIAL R-62 RESIDENTIAL R-63 RESIDENTIAL R-64 RESIDENTIAL R-65 RESIDENTIAL R-66 RESIDENTIAL R-67 RESIDENTIAL R-68 RESIDENTIAL R-69 RESIDENTIAL R-70 RESIDENTIAL R-71 RESIDENTIAL R-72 RESIDENTIAL R-73 RESIDENTIAL R-74 RESIDENTIAL R-75 RESIDENTIAL R-76 RESIDENTIAL R-77 RESIDENTIAL R-78 RESIDENTIAL R-79 RESIDENTIAL R-80 RESIDENTIAL R-81 RESIDENTIAL R-82 RESIDENTIAL R-83 RESIDENTIAL R-84 RESIDENTIAL R-85 RESIDENTIAL R-86 RESIDENTIAL R-87 RESIDENTIAL R-88 RESIDENTIAL R-89 RESIDENTIAL R-90 RESIDENTIAL R-91 RESIDENTIAL R-92 RESIDENTIAL R-93 RESIDENTIAL R-94 RESIDENTIAL R-95 RESIDENTIAL R-96 RESIDENTIAL R-97 RESIDENTIAL R-98 RESIDENTIAL R-99 RESIDENTIAL R-100 RESIDENTIAL	PLU: NORTH: LOW DENSITY RESIDENTIAL SOUTH: LOW DENSITY RESIDENTIAL EAST: LOW DENSITY RESIDENTIAL WEST: LOW DENSITY RESIDENTIAL
EXISTING USE:	NORTH: RESIDENTIAL SOUTH: RESIDENTIAL EAST: RESIDENTIAL WEST: RESIDENTIAL

PROPERTY DESCRIPTION

TRACT 81A, SECTION 20, TOWNSHIP 22 NORTH, RANGE 28 EAST, AS PER PLAT OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 1, PAGE 30, IN PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LOCATION MAP

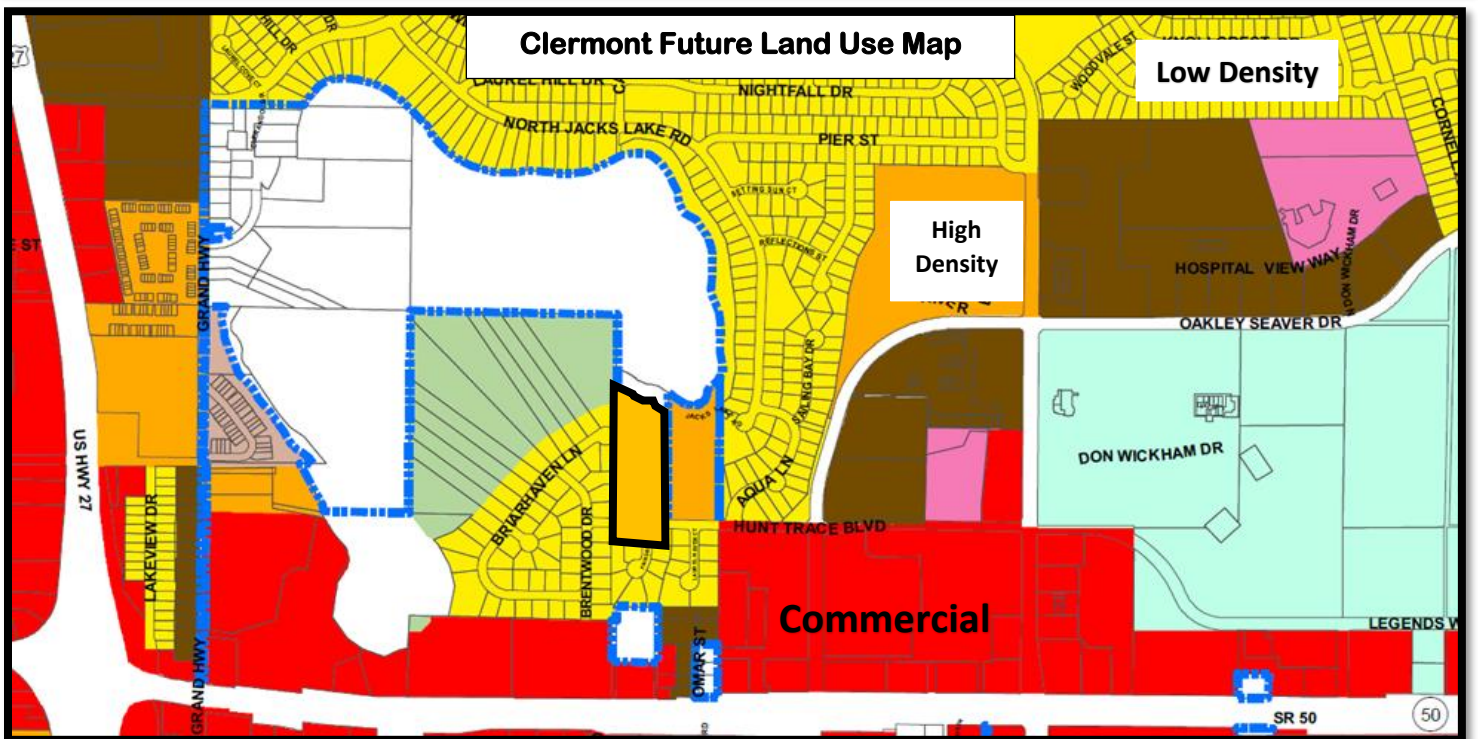
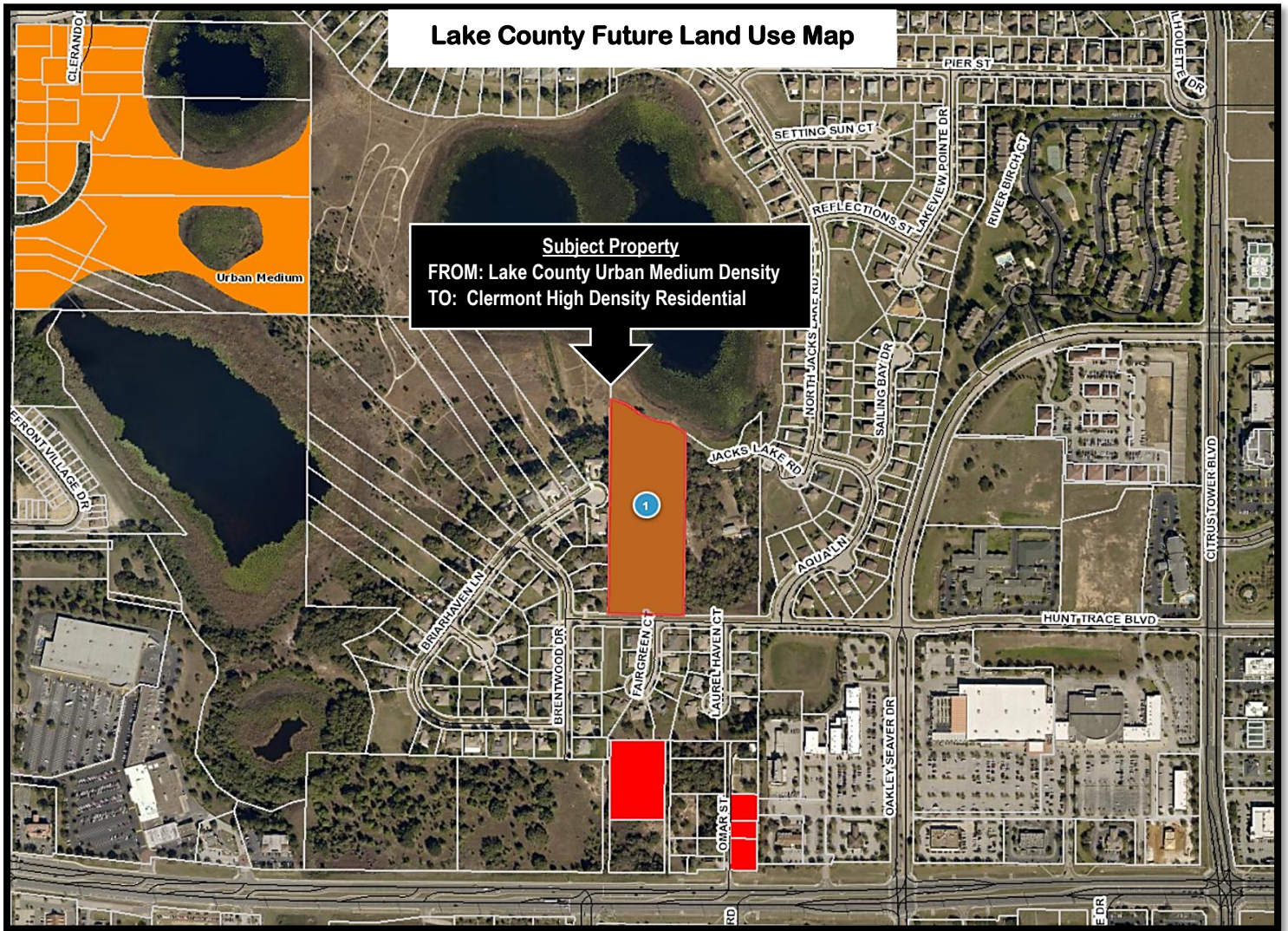


CLERMONT RIDGE
PHASE TWO
CONCEPT PLAN

HEL
HIGHLAND ENGINEERING, INC.
1001 N. W. 10th St., Suite 100
Clermont, FL 34111
Phone: 888-452-7267
Fax: 888-452-7267
Email: info@hel-engineering.com
Website: www.hel-engineering.com

APP. BY: _____
DATE: _____
DESCRIPTION: _____

APPROVED BY: _____
DATE: _____
SCALE: 1"=50'





**CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application**

DATE: July 10, 2020

FEE: _____

Project Name (if applicable): Clermont Ridge Senior Villas Phase Two

Applicant: Provident Housing Solutions

Contact Person: Jim F. Arrington

Address: 13750 W. Colonial Dr Ste. 350-357

City: Winter Garden State: Florida Zip: 34787

Phone: 407-353-2052 Fax: _____

E-Mail: Jim.Arrington@providenths.org

OWNER: Mr. Byron Beebe and Kathy Diaz

Address: 13625 N. Jacks Lake Rd

City: Clermont State: Florida Zip: 34711

Phone: _____ Fax: _____

E-Mail: _____

General Location: _____

13625 N. Jacks Lake Rd Clermont, FL 34711

Legal Description (include copy of survey): _____

Section 09, Township 22, Range 26

Property size (in acres or square feet): 7.75

Flood hazard area (yes) _____ and approx. acreage _____ (no) _____

Existing (Actual) Land Use: Residential

Existing Zoning: Agriculture

Existing Future Land Use: _____

Proposed Future Land Use: Multifamily

Type of development proposed: Senior multifamily



Proposed density (dwelling units/acre) or intensity: 20 / 2

Proposed Zoning District: _____

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

This proposed amendment when approved will provide housing for the ever increasing need for affordable housing within the City of Clermont.

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

***** NOTICE *****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542



Lake County, Florida

OFFICE OF THE TAX COLLECTOR

David W. Jordan, Tax Collector

2019 Roll Details — Real Estate Account At 13625 JACKS LAKE RD

Real Estate Account #0922260800-61A-00000

Parcel details

Latest bill

View/Print full bill history

Print this page

2019	2018	2017	2016	...	1998
PAID	PAID	PAID	PAID		PAID

PAID 2019-12-05 \$3,392.51

Effective 2019-11-29

Receipt #2019-00233788

Owner: BEEBE BYRON

13625 N JACKS LAKE RD

CLERMONT, FL 34711

Situs: 13625 JACKS LAKE RD

Account number: 0922260800-61A-00000

Alternate Key: 1647797

Millage code: 0003

Millage rate: 14.6811

Assessed value: 250,720

School assessed value: 250,720

Exemptions

HOMESTEAD: 25,000

ADDITIONAL HX EXEMPTION: 25,000

2019 Annual bill

View

GIS - Property Appraiser

Ad valorem: \$3,118.86

Non-ad valorem: \$415.00

Total Discountable: 3533.86

No Discount NAVA: 0.00

Total tax: \$3,533.86

Legal description

LAKE HIGHLANDS 28-22-26 TRACT 61A, A VACATED PLATTED RD LYING W OF TRACT 61A BOUNDED ON N BY HIGH WATER LINE OF JACKS LAKE & BOUNDED ON S BY S LINE OF TRACT 61A & THE W'LY EXTENSION THEREOF, THAT PART OF VACATED PLATTED RD BOUNDED ON S BY N LINE OF TRACT 61A ON N BY HIGH WATER LINE OF JACKSLAKE ON E & W BY N'LY EXTENSIONS OF E & W LINES OF TRACT 61APB 3 PG 380RB 1318 PG 114 3740 PG 843 ORB 3749 PG 1318

Location

Book, page, item: --

Geo number: 2622090800-61A-00000

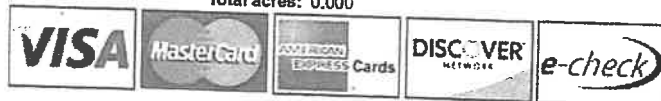
Range: 26

Township: 22

Section: 08

Use code: 01

Total acres: 0.000



PROPERTY RECORD CARD

General Information

Owner Name:	BEEBE BYRON	Alternate Key:	1647797
Mailing Address:	13625 N JACKS LAKE RD CLERMONT, FL 34711	Parcel Number:	09-22-26-0800-61A-00000
Update Mailing Address		Millage Group and City:	0003 (UNINCORPORATED)
		Total Certified Millage Rate:	14.6811
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	13625 JACKS LAKE RD CLERMONT FL 34711	Property Name:	-- Submit Property Name
Update Property Location		School Information:	School Locator & Bus Stop Map School Boundary Maps
Property Description:	LAKE HIGHLANDS 20-22-26 TRACT 61A, A VACATED PLATTED RD LYING W OF TRACT 61A BOUNDED ON N BY HIGH WATER LINE OF JACKS LAKE & BOUNDED ON S BY S LINE OF TRACT 61A & THE WLY EXTENSION THEREOF, THAT PART OF VACATED PLATTED RD BOUNDED ON S BY N LINE OF TRACT 61A ON N BY HIGH WATER LINE OF JACKS LAKE ON E & W BY N'LY EXTENSIONS OF E & W LINES OF TRACT 61A PB 3 PG 30 ORB 1318 PG 114 3740 PG 843 ORB 3749 PG 1318		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	SINGLE FAMILY LAKEFRONT (0103)	0	0		7.75	AC	\$0.00	\$250,635.00

[Click here for Zoning Info Map](#)

[FEMA Flood](#)

Residential Building(s)

Building 001

Residential	Single Family	Building Value: \$154,786.00
-------------	---------------	------------------------------

Summary

Year Built: 1997

Total Living Area:
3825

Central A/C: Yes

Attached Garage:
Yes

Bedrooms: 3

Full Bathrooms: 2

Half Bathrooms: 1

Fireplaces: 1

Incorrect Bedroom, Bath, or other information?**Section(s)**

Section No.	Section Type	Ext. Wall Type	No. Stories	Floor Area	Finished Attic	Basement	Basement Finished	Map Color
1	FINISHED LIVING AREA (FLA)	Wood (001)	2	1480	N	0%	0%	
2	FINISHED LIVING AREA (FLA)	Wood (001)	1	472	N	0%	0%	
3	GARAGE FINISHED WOOD (GAF)	Wood (001)	1	528	N	0%	0%	
4	FINISHED LIVING AREA (FLA)	Wood (001)	1	393	N	0%	0%	
5	OPEN PORCH FINISHED (OPF)	No Wall Type (000)	1	296	N	0%	0%	
6	CANOPY (CAN)	No Wall Type (000)	1	296	N	0%	0%	

[View Larger / Print / Save](#)**Miscellaneous Improvements**

No.	Type	No. Units	Unit Type	Year	Depreciated Value
0001	GARAGE DETACHED (DGF)	2400	SF	2006	\$13,525.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
3740 / 843	1/12/2009	Quit Claim Deed	Unqualified	Improved	\$122,800.00
3749 / 1318	1/12/2009	Quit Claim Deed	Unqualified	Improved	\$100.00
1318 / 114	8/1/1994	Warranty Deed	Qualified	Improved	\$50,000.00
1256 / 1104	8/1/1993	Warranty Deed	Qualified	Improved	\$30,000.00
1117 / 724	5/1/1991	Quit Claim Deed	Unqualified	Improved	\$0.00
638 / 318	1/1/1977	Misc Deed/Document	Qualified	Improved	\$21,400.00

[Click here to search for mortgages, liens, and other legal documents.](#)

Values and Estimated Ad Valorem Taxes

Values shown below are 2020 WORKING VALUES.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$418,946	\$255,483	\$205,483	5.07340	\$1,042.50
LAKE COUNTY MSTU AMBULANCE	\$418,946	\$255,483	\$205,483	0.46290	\$95.12
LAKE COUNTY MSTU FIRE	\$418,946	\$255,483	\$205,483	0.47040	\$96.66
SCHOOL BOARD STATE	\$418,946	\$255,483	\$230,483	3.88500	\$895.43
SCHOOL BOARD LOCAL	\$418,946	\$255,483	\$230,483	2.99800	\$690.99
LAKE COUNTY MSTU STORMWATER	\$418,946	\$255,483	\$205,483	0.49570	\$101.86
ST JOHNS RIVER FL WATER MGMT DIST	\$418,946	\$255,483	\$205,483	0.24140	\$49.60
LAKE COUNTY VOTED DEBT SERVICE	\$418,946	\$255,483	\$205,483	0.11000	\$22.60
LAKE COUNTY WATER AUTHORITY	\$418,946	\$255,483	\$205,483	0.35570	\$73.09
SOUTH LAKE HOSPITAL DIST	\$418,946	\$255,483	\$205,483	0.00000	\$0.00
Total:				14.0925	\$3,067.85

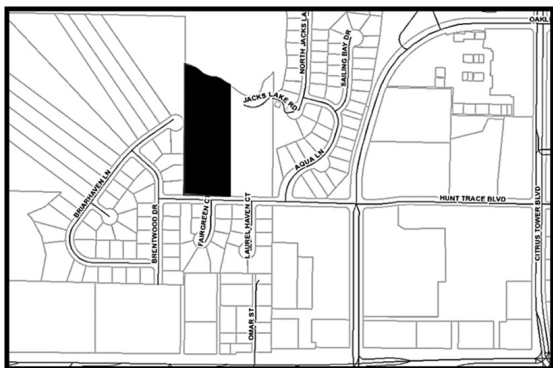
Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

✓ Homestead Exemption (first exemption up to \$25,000)	Learn More	View the Law
✓ Additional Homestead Exemption (up to an additional \$25,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More	View the Law

CITY OF CLERMONT NOTICE OF PROPOSED LAND USE CHANGE Small-Scale Comprehensive Plan Amendment ORDINANCE NO. 2020-35

The City of Clermont Planning and Zoning Commission will hold a public hearing on Tuesday, October 6, 2020 at 6:30 P.M. to consider the Ordinance; and a public hearing will be held before the Clermont City Council on Tuesday, October 13, 2020 at 6:30 P.M. for the (1st reading of the adoption ordinance) and on Tuesday, October 27, 2020 at 6:30 P.M. for the (final reading of the adoption ordinance) to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 7.75 +/-acre parcel below from Lake County Urban Medium Density to City of Clermont High Density Residential. Alternate Key 1647797.



Location:

**13625 North Jacks Lake Road
Property on the north side of Hunt Trace Blvd,
and south of Jacks Lake.
(Alternate Key 1647797)**

ORDINANCE NO. 2020-35

An Ordinance of the City of Clermont, Florida, adopting the small-scale comprehensive plan amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the small-scale comprehensive plan amendment; setting forth the purpose and intent of the small-scale comprehensive plan amendment; providing for the adoption of the small-scale comprehensive plan amendment; establishing the legal status of the small-scale comprehensive plan amendment; providing a severability clause; and providing an effective date.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7302 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 A.M. and 5 P.M. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, October 13, 2020	
Agenda Item Name	
Ordinance No. 2020-36 <i>Introduction</i> <i>Clermont Ridge Senior Villas Rezoning</i>	
Requested Action	
Recommend approval of Ordinance No. 2020-36	
Staff Report	
The applicant, Provident Housing Solutions, is requesting a rezoning of the subject property from Lake County Planned Unit Development (PUD) to Clermont Planned Unit Development (PUD), this request is being presented concurrently with requests for annexation and small scale comprehensive plan amendment. The applicant is requesting to annex into the City of Clermont and rezone to Planned Unit Development (PUD) to allow for development of the subject parcel as an age-restricted (62 and over) residential affordable housing project. The applicant is proposing 93 units on 7.75 +/- acres, located north of Hunt Trace Boulevard and west of Oakley Seaver Drive. The property is within 2,000 feet of the regional hospital (South Lake Hospital), medical offices, an assisted living facility, hotel, a public transportation network, and commercial shopping opportunities. The Clermont City Council on September 19, 2017, annexed the property located to the east of subject parcel and rezoned to a Planned Unit Development (PUD) to allow for construction of 70 affordable senior housing units, known as the Clermont Ridge Senior Villas, Phase 1. The proposed development will be similar in design and character to that development which is currently under review and construction. The Conceptual Site Plan, as designed, provides the layout of the buildings and parking on the site. The project will consist of up to 93 dwelling units, with a clubhouse and other amenities for the residents. The proposal is for residential use only with no commercial aspects proposed. In addition, age-restricted residential development is exempt from Lake County School requirements for student capacity. The existing site is currently being used for a single family home. The purpose and intent of the Planned Unit Development (PUD) zoning district is to allow development standards flexibility that encourage complete living through creative designs and developments. The PUD zoning allows waivers for flexible development purposes. The applicant is requesting three (3) waivers/variances to the Land Development Code: (1) To allow for a minimum living space of 400 square feet per unit, the Code Section 122-183 requires a minimum of 600 square feet. (2) To allow for required parking spaces be calculated at 1.2 spaces for a 1 bedroom unit instead of the 1.5 spaces for a 1 bedroom unit as required by the Land Development Code Section 98.14. The project as designed will provide a minimum 143 parking spaces for the overall development. (3) To allow for retaining walls up to the maximum 10 feet height instead of the 6 foot height as required by the Land Development Code, Section 122.122.343. The applicant has indicated that they can serve the entire development with one central trash enclosure for solid waste collection. Staff has reviewed the application as submitted and finds the request does comply with the general requirements and special regulations for a Planned Unit Development (PUD) Staff finds the proposal meets the standards and provisions of Section 122-315, Review Criteria for a PUD. Therefore, staff recommends approval of Ordinance 2020-36.	

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. ORD 2020-36 (10.6.2020) - R&F BL	ORD 2020-36 (10.6.2020) - R&F BL.pdf	
2. LOCATION MAP	LOCATION MAP.pdf	
3. ZONING MAP	ZONING MAP.pdf	
4. Site Plan	Site Plan.pdf	
5. Clermont Ridge - Building Elevations	Clermont Ridge - Building Elevations.jpg	
6. ITE Trip Generation	ITE Trip Generation.pdf	
7. Application	Application.pdf	
8. ORDINANCE 2020-36 Legal AD	ORDINANCE 2020-36 Legal AD.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2020-36

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT, REFERRED TO IN CHAPTER 122 OF ORDINANCE NO 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW, PROVISING FOR SEVERABILITY, AN EFFECTIVE DATE AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1.

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

Lot Tract 61-A, Map of Section 20 Township 22 South Range 26 East Lake County, Florida, according to the mapor plat thereof, as recorded in Plat Book 3, Page 30, of the Public Records of Lake County, Florida

Together with that portion of the now vacated road lying South of and contiguous too said Tract 61-A and lying West of the contiguous too said Tract 61-A, from the South line of said Section 20 to the high water line of Jacks Lake

Together with that portion of the new vacated lands lying between the North of said Tract 61-A and the waters of Jacks Lake, bounded on the West by an extension of the West line of said Tract 61-A and the high water line of Jacks Lake.

Containing 7.75 Acres +/-

LOCATION

13625 North Jacks Lake Road
Property on the north side of Hunt Trace Blvd,
and south of Jacks Lake.
(Alternate Key 1647797)

FROM: Lake County Planned Unit Development (PUD)
TO: Clermont Planned Unit Development (PUD)



**CITY OF CLERMONT
ORDINANCE NO. 2020-36**

SECTION 2: GENERAL CONDITIONS

This application for a Planned Unit Development (PUD) to allow for an age-restricted; 62 and over, senior housing multi-family development; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Conceptual Site Plan prepared by Highland Engineering, Inc., dated 02-04-2020, Clermont Ridge Senior Villas Phase 2-Conceptual Plan. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

SECTION 3: LAND USES AND SPECIFIC CONDITIONS

1. The subject parcel shall be allowed up to 93 multi-family dwelling units, not to exceed a maximum density of 12 units per acre within the project.
2. The project shall be used as an age-restricted 62 and over community for senior housing only. If, at a future date, the community wishes to eliminate its age-restricted status, an amendment to the Planned Unit Development Ordinance shall be required. Any school related impacts due to development changes, including assessment of impact fees, cost of student stations, and other unforeseeable impacts at this time, shall be coordinated and approved through the Lake County School Board prior to the elimination of the age-restricted status.
3. Setbacks for buildings:

From East and West Property Lines:	10 feet from the property line
From Hunt Trace Boulevard:	25 feet from right-of-way
From Jacks Lake:	25 feet from the established high-water mark
4. The senior housing project will have private trash collection service that will be maintained by the developer or designated party. Trash collection will be coordinated through a central trash receptacle/dumpster.



CITY OF CLERMONT
ORDINANCE NO. 2020-36

5. Maximum building height for all structures will be 35 feet, measured at the highest point for the senior housing project.
6. The minimum residential unit size shall be 400 square feet of air-conditioned living space.
7. The project minimum off-street parking requirements shall be determined at 1.2 spaces per one-bedroom unit instead of the code requirements of 1.5 spaces per one-bedroom unit. The project total parking shall provide a minimum of 143 parking spaces for the overall development.
8. Retaining walls are allowed up to a maximum 10 feet height; to deal with the extreme grades on the site. A five foot landscape buffer shall be required in front of the retaining walls if they are viewed from public rights-of way.
9. The landscape buffer along Hunt Trace Boulevard shall be 20 feet in width and the landscape buffer along the east and west property lines shall be 10 feet in width. The rear property boundary shall provide a minimum 10 feet in width landscape buffer. All landscape buffers must comply with the Clermont Land Development Regulations.
10. Recreation amenities shall be provided for the residents.
11. The project shall be developed according to the R-3 Residential/Professional zoning designation, Section 122-181 in the Land Development Code, unless expressly stated in this ordinance.

SECTION 4: SEVERABILITY

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 5: PUBLICATION AND AN EFFECTIVE DATE

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.





CITY OF CLERMONT
ORDINANCE NO. 2020-36

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 27th day of October 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

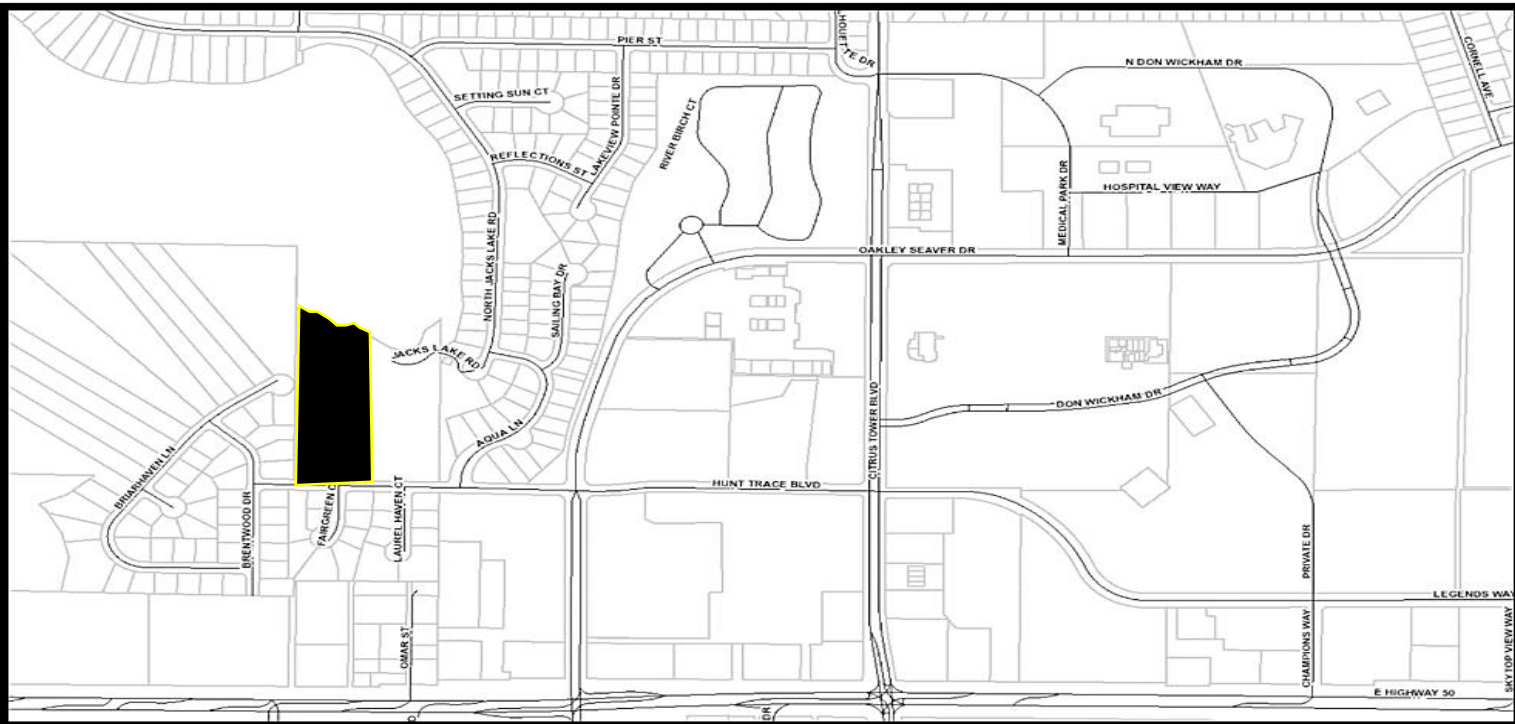
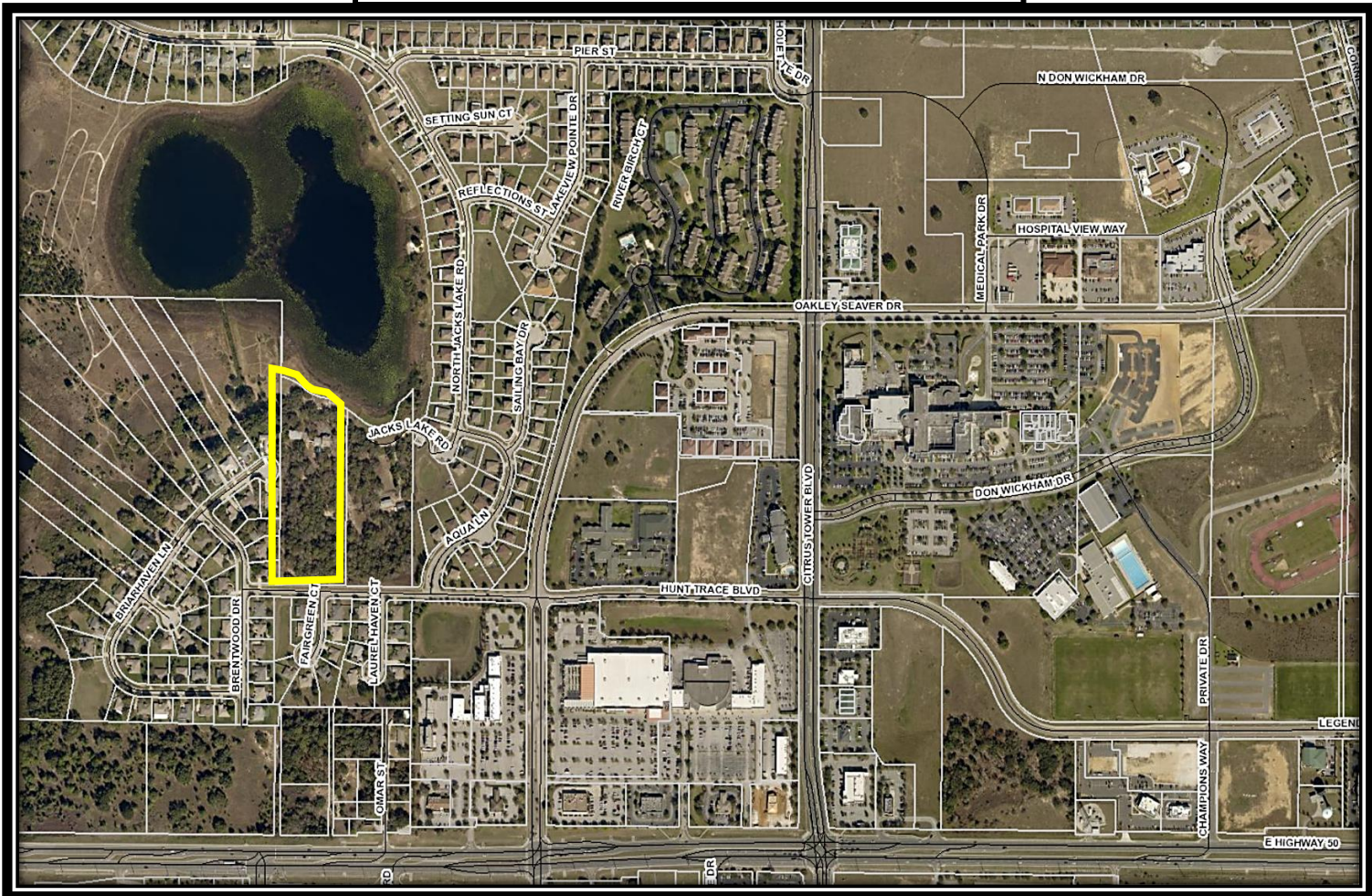
ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

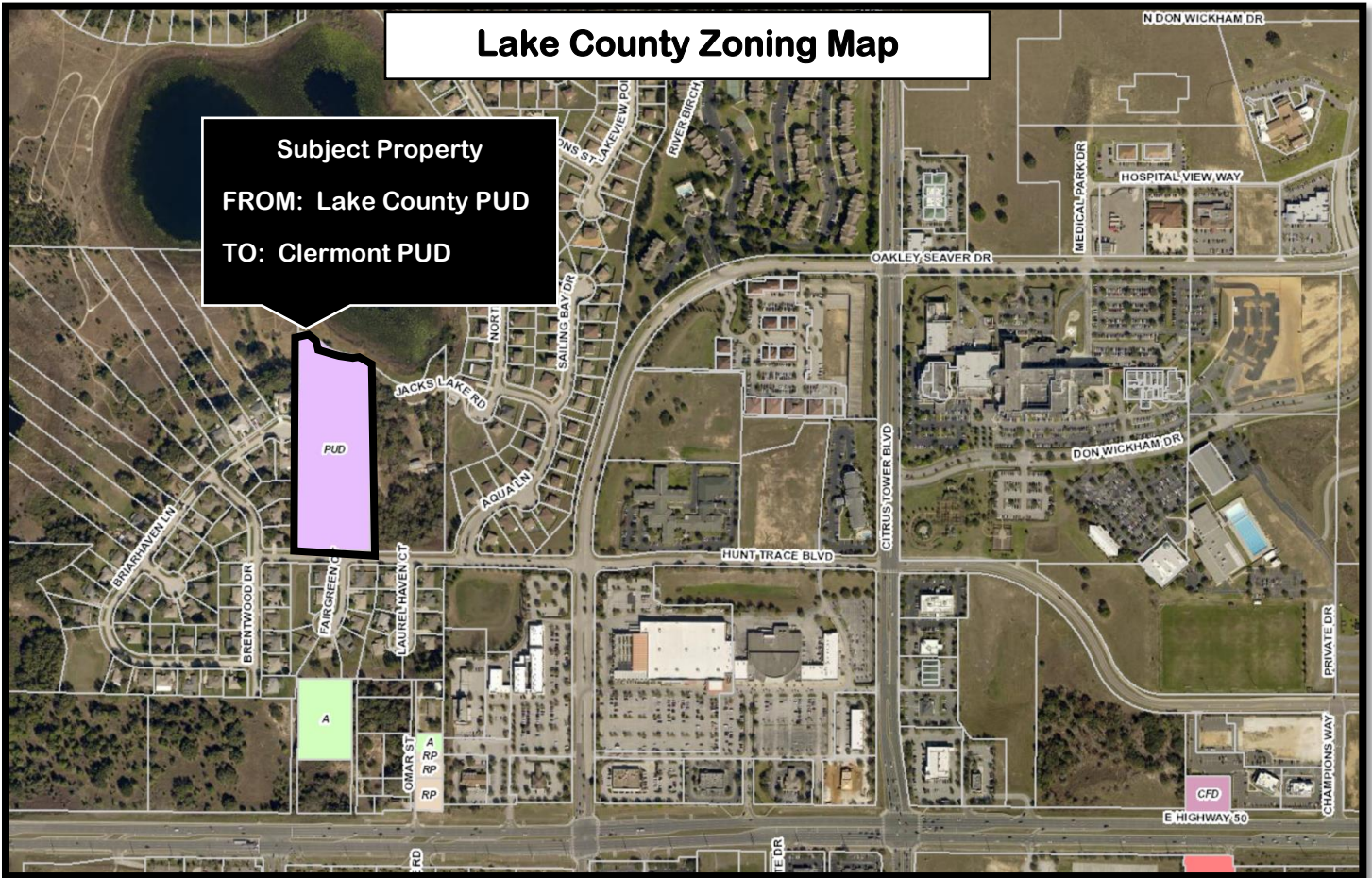
Daniel F. Mantzaris, City Attorney

LOCATION MAP

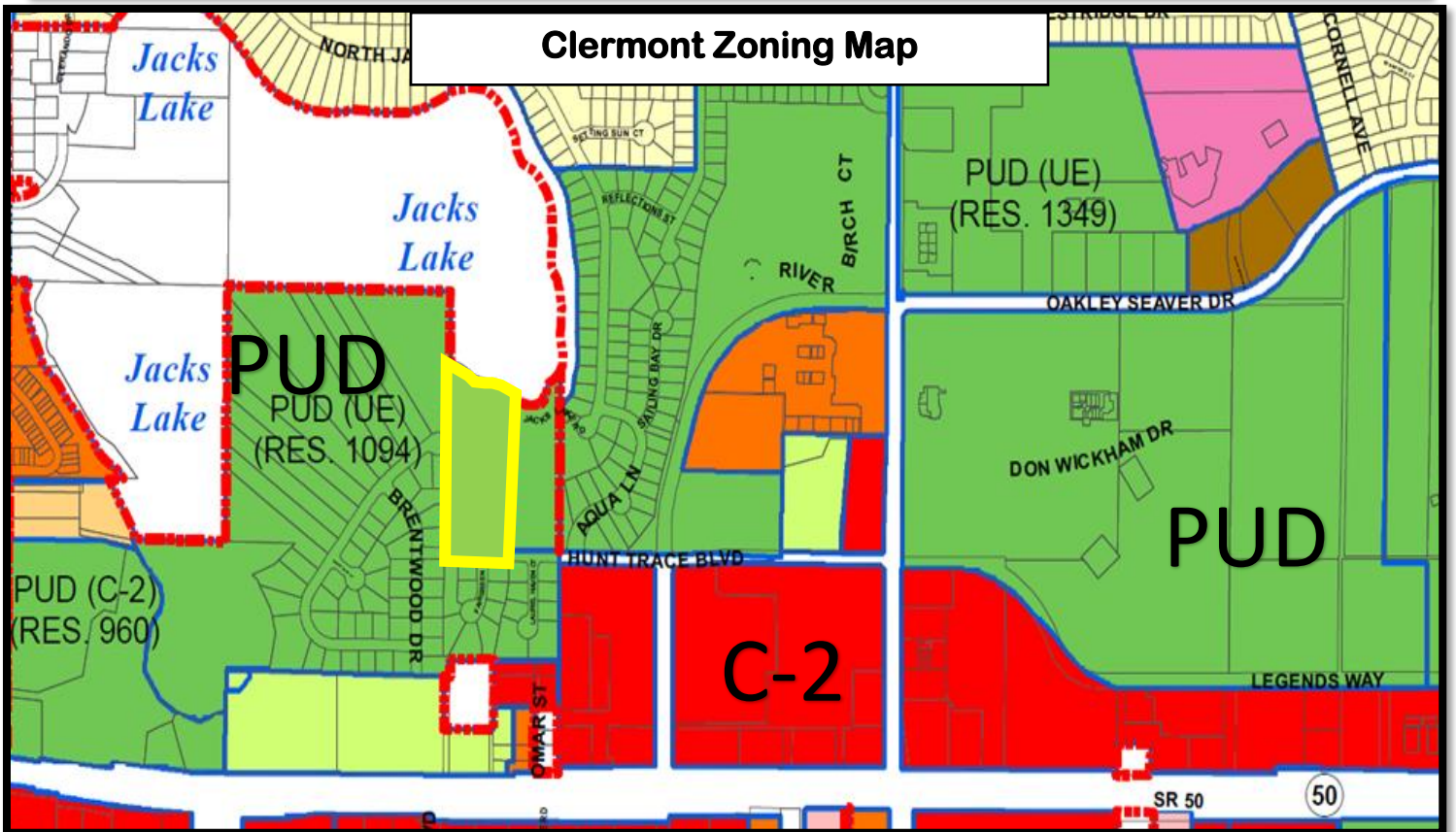


Lake County Zoning Map

Subject Property
FROM: Lake County PUD
TO: Clermont PUD



Clermont Zoning Map







HIGHLAND ENGINEERING, INC.

Introduction

Clermont Ridge Phase 2 is a 96 unit senior housing development located in Clermont Florida.

This trip generation statement is used in support of the pending zoning application and to demonstrate that the net new peak hour trips fall into the Tier 1 TIS category as outlined in the Lake~Sumter Metropolitan Planning Organization Transportation Concurrency Management System and Methodology Guidelines. This statement should sufficiently demonstrate that the traffic impacts of a proposed development can be clearly determined without the submittal of a TIS, and the applicant would therefore request exemption from a Full TIS.

Trip Generation

The *ITE Trip Generation Manual 10th Edition* was used to estimate the projected trips by this development. "Senior Adult Housing-Attached" # 252 was used to estimate trips.

Table 1 contains the summary of the trip generation estimate.

Table 1 - ITE Trip Generation							
Average Weekday Driveway Volumes				AM Peak Hour		PM Peak Hour	
Land Use	ITE Code	Size		Daily Trips		Enter	Exit
Senior Adult Housing (Attached)	252	96	Dwelling Units	330 Total		7	13
Total Trips				330		7	13

Table 1 above demonstrates that a maximum of 20 AM Peak Hour Trips and 24 PM Peak Hour Trips are generated by the proposed development, which is less than the 25 Peak Hour Trip maximum for a Tier 1 TIS and a full traffic study is not required and an exemption from a Full TIS is hereby requested.



**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: July 10, 2020

FEE: \$542.⁰⁰
+ cost of advertisement

PROJECT NAME (if applicable): Clermont Ridge Senior Villas Phase Two

APPLICANT: Provident Housing Solutions

CONTACT PERSON: Jim F. Arrington

Address: 13750 W. Colonial Dr Ste. 350-357

City: Winter Garden State: Florida Zip: 34787

Phone: 407-353-2052 Fax: _____

E-Mail: Jim.Arrington@providenthsa.org

OWNER: Mr Byron Beebe and Kathy Diaz

Address: 13625 N. Jacks Lake Rd

City: Clermont State: Florida Zip: 34711

Phone: _____ Fax: _____

Address of Subject Property: 13625 N. Jacks Lake Rd, Clermont, FL 34711

Legal Description (include copy of survey): _____

Section 09, Township 22, Range 26

Acreage: 7.75 Land Use: Residential
(City verification required)

Present Zoning: Agriculture Proposed Zoning: Multifamily
(City verification required)



**CITY OF CLERMONT
REZONING
APPLICATION
Page 2**

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

*Once the zoning has been approved the property
will be used to build multifamily housing for seniors.*

Jim F. Arrington
Applicant Name (print)
Kathy Diaz POA for
Byron Beebe
Owner Name (print)

X *[Signature]*
Applicant Name (signature)
X *Kathy Diaz POA for*
Byron Beebe
Owner Name (signature)

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542



OFFICE OF THE TAX COLLECTOR

David W. Jordan, Tax Collector

2019 Roll Details — Real Estate Account At 13625 JACKS LAKE RD

Real Estate Account #0922260800-61A-00000

[Parcel details](#)

[Latest bill](#)

[View/Print full bill history](#)

[Print this page](#)

2019	2018	2017	2016	...	1998
PAID	PAID	PAID	PAID		PAID

PAID 2019-12-05 \$3,392.51

Effective 2019-11-29

Receipt #2019-00233788

Owner: BEEBE BYRON

13625 N JACKS LAKE RD

CLERMONT, FL 34711

Situs: 13625 JACKS LAKE RD

Account number: 0922260800-61A-00000

Alternate Key: 1647797

Millage code: 0003

Millage rate: 14.6811

Assessed value: 250,720

School assessed value: 250,720

Exemptions

HOMESTEAD: 25,000

ADDITIONAL HX EXEMPTION: 25,000

2019 Annual bill

Ad valorem: \$3,118.86

Non-ad valorem: \$415.00

Total Discountable: 3533.86

No Discount NAVA: 0.00

Total tax: \$3,533.86

[View](#)

GIS - Property Appraiser

Legal description

LAKE HIGHLANDS 20-22-26 TRACT 61A, A VACATED PLATTED RD LYING W OF TRACT 61A BOUNDED ON N BY HIGH WATER LINE OF JACKS LAKE & BOUNDED ON S BY S LINE OF TRACT 61A & THE W'LY EXTENSION THEREOF, THAT PART OF VACATED PLATTED RD BOUNDED ON S BY N LINE OF TRACT 61A ON N BY HIGH WATER LINE OF JACKSLAKE ON E & W BY N'LY EXTENSIONS OF E & W LINES OF TRACT 61A PB 3 PG 38 ORB 1318 PG 114 3740 PG 843 ORB 3749 PG 1318

Location

Book, page, item: —

Geo number: 2622090800-61A-00000

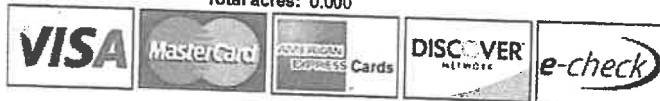
Range: 26

Township: 22

Section: 09

Use code: 01

Total acres: 0.000



PROPERTY RECORD CARD

Select Language : ▼

General Information

Owner Name:	BEEBE BYRON	Alternate Key:	1647797
Mailing Address:	13625 N JACKS LAKE RD CLERMONT, FL 34711 Update Mailing Address	Parcel Number:	09-22-26-0800-61A-00000
		Millage Group and City:	0003 (UNINCORPORATED)
		Total Certified Millage Rate:	14.6811
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	13625 JACKS LAKE RD CLERMONT FL 34711 Update Property Location	Property Name:	-- Submit Property Name
		School Information:	School Locator & Bus Stop Map School Boundary Maps
Property Description:	LAKE HIGHLANDS 20-22-26 TRACT 61A, A VACATED PLATTED RD LYING W OF TRACT 61A BOUNDED ON N BY HIGH WATER LINE OF JACKS LAKE & BOUNDED ON S BY S LINE OF TRACT 61A & THE WLY EXTENSION THEREOF, THAT PART OF VACATED PLATTED RD BOUNDED ON S BY N LINE OF TRACT 61A ON N BY HIGH WATER LINE OF JACKS LAKE ON E & W BY N'LY EXTENSIONS OF E & W LINES OF TRACT 61A PB 3 PG 30 ORB 1318 PG 114 3740 PG 843 ORB 3749 PG 1318		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	SINGLE FAMILY LAKEFRONT (0103)	0	0		7.75	AC	\$0.00	\$250,635.00

[Click here for Zoning Info Map](#)

[FEMA Flood](#)

Residential Building(s)

Building 001

Residential	Single Family	Building Value: \$154,786.00
-------------	---------------	------------------------------

Summary

Year Built: 1997

Total Living Area:
3825

Central A/C: Yes

Attached Garage:
Yes

Bedrooms: 3

Full Bathrooms: 2

Half Bathrooms: 1

Fireplaces: 1

Incorrect Bedroom, Bath, or other information?

Section No.	Section Type	Ext. Wall Type	Section(s)					Map Color
			No. Stories	Floor Area	Finished Attic	Basement	Basement Finished	
1	FINISHED LIVING AREA (FLA)	Wood (001)	2	1480	N	0%	0%	
2	FINISHED LIVING AREA (FLA)	Wood (001)	1	472	N	0%	0%	
3	GARAGE FINISHED WOOD (GAF)	Wood (001)	1	528	N	0%	0%	
4	FINISHED LIVING AREA (FLA)	Wood (001)	1	393	N	0%	0%	
5	OPEN PORCH FINISHED (OPF)	No Wall Type (000)	1	296	N	0%	0%	
6	CANOPY (CAN)	No Wall Type (000)	1	296	N	0%	0%	

[View Larger / Print / Save](#)**Miscellaneous Improvements**

No.	Type	No. Units	Unit Type	Year	Depreciated Value
0001	GARAGE DETACHED (DGF)	2400	SF	2006	\$13,525.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
3740 / 843	1/12/2009	Quit Claim Deed	Unqualified	Improved	\$122,800.00
3749 / 1318	1/12/2009	Quit Claim Deed	Unqualified	Improved	\$100.00
1318 / 114	8/1/1994	Warranty Deed	Qualified	Improved	\$50,000.00
1256 / 1104	8/1/1993	Warranty Deed	Qualified	Improved	\$30,000.00
1117 / 724	5/1/1991	Quit Claim Deed	Unqualified	Improved	\$0.00
638 / 318	1/1/1977	Misc Deed/Document	Qualified	Improved	\$21,400.00

[Click here to search for mortgages, liens, and other legal documents.](#)

Values and Estimated Ad Valorem Taxes

Values shown below are 2020 WORKING VALUES.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$418,946	\$255,483	\$205,483	5.07340	\$1,042.50
LAKE COUNTY MSTU AMBULANCE	\$418,946	\$255,483	\$205,483	0.46290	\$95.12
LAKE COUNTY MSTU FIRE	\$418,946	\$255,483	\$205,483	0.47040	\$96.66
SCHOOL BOARD STATE	\$418,946	\$255,483	\$230,483	3.88500	\$895.43
SCHOOL BOARD LOCAL	\$418,946	\$255,483	\$230,483	2.99800	\$690.99
LAKE COUNTY MSTU STORMWATER	\$418,946	\$255,483	\$205,483	0.49570	\$101.86
ST JOHNS RIVER FL WATER MGMT DIST	\$418,946	\$255,483	\$205,483	0.24140	\$49.60
LAKE COUNTY VOTED DEBT SERVICE	\$418,946	\$255,483	\$205,483	0.11000	\$22.60
LAKE COUNTY WATER AUTHORITY	\$418,946	\$255,483	\$205,483	0.35570	\$73.09
SOUTH LAKE HOSPITAL DIST	\$418,946	\$255,483	\$205,483	0.00000	\$0.00
Total:				14.0925	\$3,067.85

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

✓ Homestead Exemption (first exemption up to \$25,000)	Learn More	View the Law
✓ Additional Homestead Exemption (up to an additional \$25,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More	View the Law

Advertising Receipt

CITY OF CLERMONT
Paola Vasquez
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10098768
Phone: (352) 241-7331
Date: 09/16/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont City Council w	09/21/2020	10/12/2020	\$319.52

LEGAL NOTICE

Notice is hereby given that the City of Clermont City Council will consider the enactment of following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2020-36

An ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; Rezoning the real properties described herein as shown below, providing for severability, an effective date and publication.

LOCATION

13625 North Jacks Lake Road
Property on the north side of Hunt
Trace Blvd,
and south of Jacks Lake.
(Alternate Key 1647797)

LEGAL DESCRIPTION

LOT TRACT 61-A, MAP OF SECTION 20 TOWNSHIP 22 SOUTH RANGE 26 EAST LAKE COUNTY, FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 30, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

TOGETHER WITH THAT PORTION OF THE NOW VACATED ROAD LYING SOUTH OF AND CONTIGUOUS TOO SAID TRACT 61-A AND LYING WEST OF THE CONTIGUOUS TOO SAID TRACT 61-A, FROM THE SOUTH LINE OF SAID SECTION 20 TO THE HIGH WATER LINE OF JACKS LAKE

TOGETHER WITH THAT PORTION OF

THE NEW VACATED LANDS LYING BETWEEN THE NORTH OF SAID TRACT 61-A AND THE WATERS OF JACKS LAKE, BOUNDED ON THE WEST BY AN EXTENSION OF THE WEST LINE OF SAID TRACT 61-A AND THE HIGH WATER LINE OF JACKS LAKE.

CONTAINING 7.75 ACRES +/-

FROM: Lake County Planned Unit Development (PUD)
TO: Clermont Planned Unit Development (PUD)

The Planning & Zoning Commission will consider this request on Tuesday, October 6, 2020 at 6:30 P.M.

A public meeting to consider the request will be held before the City Council on Tuesday, October 13, 2020 (Introduction) and another public meeting will be held on Tuesday, October 27, 2020 at 6:30 P.M. for (final enactment).

All meetings will be held at Clermont City Hall, first floor Council Chambers, located at 685 W. Montrose Street.

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10098768
September 21, 2020 &
October 12, 2020

Payment Info	
Ad Price	\$319.52
Tax	\$0.00
Sub Total	\$319.52
Prepaid Amount	\$0.00
Balance Due	\$319.52